City of Santa Clara

Joint Meeting Agenda of the City Council and Authorities Concurrent & Santa Clara Stadium Authority Board

Tuesday, August 18, 2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Chahal will be participating remotely from the following location:
627 Sector 11 Panchkula HR India

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1.A 26-867 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Related Santa Clara, LLC vs. Jennifer Osborn, et al,
Santa Clara Superior Court, Case no. 26CV489245

1.B 26-894 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Santa Clara Firefighters, International Association of Firefighters, Local 1171 (Unit #1)
Police Officers Association (Unit #2)
International Brotherhood of Electrical Workers, Local Union 1245 (Unit #3)
Engineers of the City of Santa Clara (Unit #4)
City of Santa Clara Employees Association (Unit #578)
American Federation of State County and Municipal Employees, Local 101 (Unit #6)
Unclassified Miscellaneous Management (Unit #9)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)
Unclassified Electric Utility Management (Unit #9E)
Public Safety Non-sworn Employees Association (Unit #10)

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

Convene to Closed Session (Sparacino Conference Room)

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A 26-708 Proclamation of August 24, 2026 as Ukrainian Independence Day

2.B 26-741 Recognition of a $15,000 Grant from the Forty Niners Football Company LLC for Youth Sports in the City of Santa Clara and Approval of the Related Budget Amendment

Recommendation:

1. Accept the $15,000 grant from the Forty Niners Football Company LLC and authorize City Manager to execute Grant Agreement by and Between Forty Niners Football Company LLC and City of Santa Clara Parks & Recreation Department;
2. Authorize the Mayor and City Manager to sign a letter of appreciation; and
3. Approve the FY 2026/27 budget amendment in the Expendable Trust Fund to increase the Other Revenue estimate by $15,000 and establish a Forty Niners Grant appropriation in the amount of $15,000 **(five affirmative Council votes required to appropriate additional revenue)**.

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

3.A **26-882** Action on the June 23, 2026 Special City Council Meeting and Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, June 30, 2026 Special City Council Meeting, July 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Recommendation: Approve the June 23, 2026 Special City Council Meeting and Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, June 30, 2026 Special City Council Meeting, July 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

3.B **26-15** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Historical and Landmarks Commission - May 7, 2026
Bicycle and Pedestrian Advisory Committee - March 23, 2026
Planning Commission - June 10, 2026

3.C **26-793** Action on City Bills and Claims Report for the period June 7, 2026 - July 10, 2026

Recommendation: Approve the list of Bills and Claims for June 7, 2026 - July 10, 2026.

3.D **26-796** Action on Monthly Investment Report for June 2026

Recommendation: Note and file the Monthly Investment Report for June 2026 as presented.

3.E **26-162** Informational Report on 2026 Q2 Legislative Updates

Recommendation: Note and file the informational report on 2026 Q2 legislative updates.

3.F 26-488 Action on an Agreement with Group 4 Architecture, Research and Planning for Design Professional Services for the International Swim Center Rehabilitation Phase 2 Project and Approve the Related Budget Amendments

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Group 4 Architecture, Research and Planning for design professional services for the International Swim Center Rehabilitation Phase 2 Project with maximum compensation not-to-exceed $3,106,127 and a term through December 31, 2032, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute amendments to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and appropriation of funds, in final forms approved by the City Attorney; and
3. Approve the following FY 2026/27 budget amendment in the Parks and Recreation Capital Fund to increase the Community ISC Aquatic Facility project by $906,127 and decrease the Mitigation Fee Act ending fund balance by $906,127 **(five affirmative Council votes required for the use of unused balances).**

3.G 26-489 Action on an Agreement with Ten Over Studio for Design Professional Services for the Fire Station 7 Replacement Project

Recommendation:

1. Approve and authorize the City Manager to execute an Agreement with Ten Over Studio for Design Professional Services for the Fire Station 7 Replacement Project in the not-to-exceed amount of $233,336, in a final form approved by the City Attorney; and
2. Authorize the City Manager to execute amendments, extensions, and related documents necessary to implement the Agreement, provided such actions are consistent with the purpose, scope, and funding authority described in this staff report, in a final form approved by the City Attorney.

3.H 26-732 Action to Approve Multidisciplinary Engineering Master Services Agreements for Silicon Valley Power and Authorize Additional Aggregate Maximum Compensation Not-to-Exceed $80 Million Across Four Master Agreement Groups, to be Funded from the Electric Utility Fund and the Electric Utility Capital Fund

Recommendation:

1. Authorize the City Manager to negotiate and execute agreements with AECOM Technical Services, Inc.; Auriga Corporation; BKF Engineers; Burns & McDonnell Western Enterprises, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; K&A Engineering Consulting PC; Kano Consultants; Kewo Engineering Corp; Leidos Engineering; NV5, Inc.; Siemens Industry, Inc.; and Soudi Consultants, Inc. to establish Silicon Valley Power's Group 4 Multidisciplinary Master Services Agreements, beginning on or around September 1, 2026, and ending on or around August 31, 2031, with an initial not-to-exceed amount of $1 million per agreement and an aggregate maximum compensation of $80 million, subject to review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the master services agreements as listed in Table 3 (organized in this Report to Council as Group 1 through Group 4), and to negotiate and execute amendments to: (a) exercise option years as provided in the agreements, (b) add or delete services, (c) implement rate adjustments as provided in the agreements, (d) increase or reallocate compensation among the various agreement groups; (e) extend the term of an agreement to complete projects initiated during the authorized term, (f) remove the annual not-to-exceed limit of $4 million for the Group 2 master services agreements, and, (g) make de minimis changes, provided that the aggregate maximum compensation of $218 million ($138 million previously authorized amount by the City Council plus the proposed $80 million in Recommendation No. 1) is not exceeded, and subject to the appropriation of funds and the review and approval as to form by the City Attorney.

3.I 26-622 Action to Authorize the City Manager to Negotiate and Execute Agreements with ProEnergy Services, LLC and GE Vernova International LLC for Gas Turbine Engine Field and Depot Services for Silicon Valley Power, for Additional Compensation Not-to-Exceed $20 Million, for a Total Combined Maximum Compensation Not-to-Exceed $50 Million, Inclusive of $30 Million Previously Authorized by the City Council

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with ProEnergy Services, LLC to perform gas turbine engine field and depot services, for an initial term beginning on or around September 1, 2026, and ending on September 30, 2031, with up to five one-year options to extend the term through September 30, 2036, for a total maximum compensation not to exceed $10,000,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to negotiate and execute an agreement with GE Vernova International LLC to perform gas turbine engine field and depot services, for an initial term beginning on or around September 1, 2026, and ending on September 30, 2031, with up to five one-year options to extend the term through September 30, 2036, for a total maximum compensation not to exceed $10,000,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including negotiating and executing future amendments to: (a) exercise the option years; (b) implement rate adjustments on the terms provided in the agreements; (c) reallocate compensation between the agreements with TransCanada Turbines Inc., ProEnergy Services, LLC and GE Vernova International LLC, provided that the total combined maximum compensation for all agreements does not exceed

$50,000,000 (inclusive of the 2021 City Council authorization of $30,000,000); and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

3.J 26-589 Action to Authorize Execution of Updated Agreement with WeHOPE in an Amount Not-to-Exceed $1,788,185 for Street Outreach and Essential Homeless Services

Recommendation:

1. Approve and authorize the City Manager to execute the updated Agreement for Services with WeHOPE to provide street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, substantially on the terms and the form presented with a maximum compensation not-to-exceed $1,788,185, in a final form approved by the City Attorney; and
2. Authorize the City Manager to execute amendments to the agreement with WeHOPE to increase the total not-to-exceed amount of the agreement by an amount not-to-exceed $907,066 if the City identifies or receives additional funding to support the described programs.

3.K **26-686** Action on Amendment No. 1 to the Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services Within the Previously Authorized Maximum Amount of $1,007,880

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Kyle Groundwater, Inc. to reinstate the agreement, extend the term through December 31, 2026, and revise the scope of services to add zone-specific water quality sampling and flow profiling for Well 26, within the previously authorized maximum compensation of $1,007,880, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the agreement with Kyle Groundwater, Inc., including negotiating and executing future amendment(s) to add or delete services associated with the scope of services, extend the term to allow completion of work, and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to review and approval as to form by the City Attorney.

3.L **26-783** Action on Ratification of an Emergency Sole Source Purchase Order to Pump Repair Services Company for the Purchase and Installation of a Replacement Pump and Motor for the City's Groundwater Well 10 in an Amount Not to Exceed $362,675

Recommendation:

1. Note and file this Post-Emergency Report pursuant to Santa Clara City Code Section 2.105.260(c); and
2. Ratify the emergency sole source purchase order with Pump Repair Services Company for the purchase and installation of replacement pump and motor for Groundwater Well 10 in an amount not to exceed $362,675.

3.M 26-805 Action on the Award of a Public Works Contract for the Northern Receiving Station to Kifer Receiving Station 115 Kilovolt Transmission Line Project to Outsource Utility Contractor, LLC, for a Not-to-Exceed Amount of $31,172,792, Inclusive of a 20% Contingency (Contract No. 2455), and Related Budget Amendment

Recommendation:

1. Award the Public Works Contract for the Northern Receiving Station to Kifer Receiving Station 115 Kilovolt Transmission Line Project (No. 2455) to the lowest responsive and responsible bidder, Outsource Utility Contractor, LLC in the amount of $25,977,327, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to (a) take any necessary actions to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and (b) approval of any necessary change orders not to exceed 20 percent (20%) of the Contract price inclusive of Bid Alternates, or $5,195,465, for a total Contract amount not to exceed $31,172,792; and
3. Approve the following FY 2026/27 budget amendments:
    a. In the Electric Utility Fund, increase the Transfer to the Electric Utility Capital Fund and decrease the Unrestricted Ending Fund Balance in the amount of $3.5 million **(five affirmative Council votes are required for the use of unused balances)**, and
    b. In the Electric Utility Capital Fund, increase the Transfer from the Electric Utility Fund and the NRS-KRS 115kV Line project in the amount of $3.5 million **(five affirmative Council votes are required to appropriate additional revenue)**.

3.N 26-417 Action on a Resolution Ordering the Vacation of a Public Utility Easement at 3250 Jay Street

Recommendation: 1. Adopt a Resolution Ordering the Vacation of the Public Utility Easement at 3250 Jay Street [APN 224-09-178 (2025-26)], and authorizing the City Manager to execute any documents necessary to implement the vacation and transfer ownership of the existing sewer facility from the City to the underlying property owner in final forms approved by the City Attorney; and
2. Authorize the recordation of the Resolution.

3.O 26-819 Action on a Resolution Memorializing the Historical Calculation of Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2021 to 2025 Pursuant to CalPERS Request

Recommendation: Adopt a Resolution Memorializing the Historical Calculation of Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2021 to 2025.

3.P 26-842 Adopt a Resolution Authorizing the Examination of Sales and Use Tax Records by Certain Designated Parties for Official Purposes

Recommendation: Adopt a resolution authorizing the examination of sales and use tax records by certain designated parties for official purposes.

3.Q 26-857 Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan

Recommendation: Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions Effective July 5, 2026 and August 16, 2026 to Satisfy the Requirements of the City's Personnel and Salary Resolution and California Code of Regulations Section 570.5.

3.R 26-551 Note and File the City Auditor's Office Report on the Audit of Silicon Valley Power's Power Purchase Agreement Process

Recommendation: Note and file the City Auditor's Office Report on the Audit of Silicon Valley Power's Power Purchase Agreement Process.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **26-797** Action on Stadium Authority Bills and Claims for the Month of June 2026

Recommendation: Approve the list of Stadium Authority Bills and Claims for June 2026.

4.B 26-571 Action on an Agreement with Superior Alarm Systems for Security Integrator Systems at Levi's Stadium For a Not-to-Exceed Amount of $1,838,022, Inclusive of All Contract and Option Years, and Delegation of Authority for Future Amendments.

Recommendation:

1. Approve and authorize the Stadium Manager to enter into an agreement with Superior Alarm Systems (Attachment 1) to provide on-call, as-needed professional security integrator services at Levi's Stadium for an initial term of five (5) years commencing August 19, 2026, and expiring August 18, 2031, with five (5) optional one-year extensions through August 18, 2036 ("Agreement") with a total not to exceed of One Million Eight Hundred Thirty Eight and Twenty Two Dollars ($1,838,022.00). The term for each fiscal year is contingent on the SCSA approving the applicable fiscal year's budget, including amounts due under the Agreements.
2. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreement by five (5) one-year extension periods through August 18, 2036; and (b) adjust labor rates for each one-year extension by up to five percent (5%) annually, in accordance with the terms and conditions associated with rate increases in Exhibit B of the Agreement.
3. Authorize the Stadium Manager to execute and administer task orders with SAS to perform services for approved security department budgeted items approved as part of the Stadium Authority annual budget process during any fiscal year within the initial term and any extension periods, consistent with the terms and funding limitations set forth therein.
4. Direct the Stadium Manager to coordinate with the Santa Clara Police Department (SCPD) and partner agencies on all security system upgrades and related security projects at Levi's Stadium prior to implementation.

4.C **26-90** Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of October 1 to December 31, 2025

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of October 1 to December 31, 2025.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

5. **26-737** Action on the May 5, 2026 and May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and the May 6, 2026 Special City Council Meeting Minutes and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes (DEFERRED FROM JUNE 23, 2026)

Recommendation: Approve the May 5, 2026 and May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

PUBLIC HEARING/GENERAL BUSINESS

6. **26-806** Public Hearing: Waive First Reading and Introduce the Third Zoning Code Cleanup Ordinance, and Adopt a Resolution Rezoning Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential); Continued from the July 14, 2026 City Council Meeting

Recommendation:
1. Waive first reading and introduce the Zoning Code clean-up ordinance in the form presented; and
2. Adopt a resolution applying the R6 Transit Neighborhood District to the properties currently zoned TN on the Zoning Map, consistent with the General Plan.

7. **26-777** Staff Update and Solicitation of Council Input or Direction on a City Council Request (Council Policy 030) to Revise Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements (DEFERRED FROM JUNE 23, 2026)

Recommendation: Discuss and provide direction related to revising Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements.

8. **26-778** Action on a Council Policy 030 Request for Information on Public Participation Options, and Audio/Visual (A/V) and Broadcasting Requirements for Potential Offsite City Council Meetings, and Direction to Staff (DEFERRED FROM JUNE 23, 2026)

Recommendation: Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

9. **26-775** Action on a Council Written Request (Council Policy 030) Submitted by Councilmember Jain to Place an Item on a Future Council Agenda Regarding a Policy Limiting the Type and Quantity of Water Used by Data Centers

Recommendation: Staff makes no recommendation.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, August 25, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

26-867 Agenda Date: 8/18/2026

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Related Santa Clara, LLC vs. Jennifer Osborn, et al,
Santa Clara Superior Court, Case no. 26CV489245

26-894 Agenda Date: 8/18/2026

SUBJECT

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Santa Clara Firefighters, International Association of Firefighters, Local 1171 (Unit #1)
Police Officers Association (Unit #2)
International Brotherhood of Electrical Workers, Local Union 1245 (Unit #3)
Engineers of the City of Santa Clara (Unit #4)
City of Santa Clara Employees Association (Unit #578)
American Federation of State County and Municipal Employees, Local 101 (Unit #6)
Unclassified Miscellaneous Management (Unit #9)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)
Unclassified Electric Utility Management (Unit #9E)
Public Safety Non-sworn Employees Association (Unit #10)

26-708 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Proclamation of August 24, 2026 as Ukrainian Independence Day

BACKGROUND
On August 24, 1991, the Parliament of Ukraine declared independence from the Soviet Union and was affirmed by a referendum in December of the same year. 2026 marks the 35th anniversary of Ukraine's independence. In 2022, 2023, 2024 and 2025, the City of Santa Clara proclaimed August 24th as Ukrainian Independence Day to recognize the rich history and significant contributions that Ukrainians have had on our community.

Ukrainians and Ukrainian Americans continue to make important contributions to the cultural fabric of the Bay Area. According to the Public Policy Institute of California, one in six Ukrainian immigrants in the United States lives in California, with the Bay Area serving as home for 14,000 immigrants from Ukraine and an estimated 114,000 people with Ukrainian ancestry living in California. By U.S. Census estimates, over 6,000 people of Ukrainian descent live in Santa Clara County.

DISCUSSION
At the August 18, 2026, City Council meeting, the City Council will proclaim August 24, 2026, as Ukrainian Independence Day in Santa Clara. Iryna Smovzh from the Ukrainian National Women's League of America will be present to accept the proclamation.

Established in 1925, the Ukrainian National Women's League of America (UNWLA) is the longest running and largest Ukrainian women's organization in the United States. UNWLA's mission is to promote and develop educational and cultural efforts and provide humanitarian assistance to Ukrainians worldwide.

ENVIRONMENTAL REVIEW
This is an informative report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact to the City other than staff time.

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

City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of August 24, 2026 as Ukrainian Independence Day

City of Santa Clara

Proclamation

WHEREAS, for centuries, the Ukrainian people have courageously fought for their freedom, self-governance, and national identity, overcoming numerous challenges, and preserving their rich cultural heritage 33 years ago, on August 24, 1991, Ukraine achieved independence from the Soviet Union, marking a historic milestone in the Ukrainian people's journey towards freedom and democracy; and

WHEREAS, the Ukrainian American community in Santa Clara has steadfastly celebrated Ukraine's Independence Day, honoring the sacrifices and resilience of their ancestors and the Ukrainian people and continuing to make significant contributions to the cultural fabric of the United States while embracing their rich history and heritage; and

WHEREAS, the Bay Area has a significant Ukrainian population, with Ukrainian Americans and the Ukrainian National Women's League of America making contributions to society in various fields, including arts, culture, business, academia, and public service; and

WHEREAS, the City of Santa Clara recognizes the importance of promoting cultural diversity and fostering international understanding, and supporting the aspirations of all nations towards freedom, justice, and independence.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of authority, vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby recognize August 24, 2026 as the anniversary of

UKRAINIAN INDEPENDENCE DAY

in the City of Santa Clara, and do hereby call upon all residents to join in commemorating this significant day, to honor the Ukrainian American community, and to recognize the Ukrainian people's enduring spirit.

Given under my hand and the Seal of the City of Santa Clara, California, this 18th day of August 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

REPORT TO COUNCIL

SUBJECT

Recognition of a $15,000 Grant from the Forty Niners Football Company LLC for Youth Sports in the City of Santa Clara and Approval of the Related Budget Amendment

BACKGROUND

Youth sports groups that regularly use Youth Soccer Park ("YSP") experienced disruptions in January and February 2026 due to the National Football League's ("NFL") exclusive use of the facility in connection with Super Bowl LX. Additional impacts to field availability are anticipated during the scheduled YSP field improvement work in the summer of 2026.

To help mitigate these impacts, the Forty Niners Football Company LLC ("Club") has awarded the City a one-time grant of $15,000. The grant will provide financial assistance to youth sports groups for relocation-related costs and will also support the creation of a City's youth activity scholarship program.

DISCUSSION

Under the term of the grant agreement (Attachment 1), the grant funds will be used to cover costs associated with relocating youth sports groups to non-City facilities or accommodating them at other City facilities due to reduced YSP availability. Eligible expenses may include standard City field use fees, staff support costs, and third-party facility rental fees necessary to support displaced user groups.

If any grant funds remain after the relocation costs have been covered, the remaining grant funds will be used to provide needs based scholarships to increase access to Parks and Recreation programs for local youth. The scholarship will provide up to $500 per applicant toward program registration fees for Parks and Recreation activities. Applicants will be required to provide documentation demonstrating eligibility for the scholarship, including verification of financial need, Santa Clara residency, and parentage or legal guardianship. Scholarships will be awarded to eligible participants on a rolling basis until all available grant funds have been awarded.

The City will expend the entire grant amount in accordance with the terms of the agreement no later than the end of FY 2026/27.

Per Council Policy 051, Donations to the City, donations of $1,000 or more require recognition by the City Council under Special Order of Business and a letter of acceptance and appreciation signed by the Mayor and City Manager. The policy also requires review by the City Manager's Office prior to Council acceptance. The City Manager's Office has reviewed and confirmed that the purpose of this designated donation is consistent with the City's goals and objectives and in the best interest of the City, and therefore approved acceptance of the $15,000 grant from the Club. Accordingly, the Forty

Niners Football Company LLC will be recognized for its generous contribution and continued partnership in support of youth sports programs and support in increasing equitable access to recreational, educational, and enrichment programs for youth in the City of Santa Clara.

This item requests that the City Council accept the grant and approve the FY 2026/27 budget amendment recognizing and appropriating the funds. Acceptance of the grant aligns with the City's goals and objectives by supporting youth recreation opportunities, reducing barriers to participation, and strengthening community partnerships that benefit local youth and families.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Staff recommend recognizing and appropriating the $15,000 grant from the Forty Niners Football Company LLC in the Expendable Trust Fund. The grant funds will be used in accordance with the grant agreement to cover costs associated with the displacement of youth sports groups. If any funds remain, they will be used to provide scholarships for youth participation in Parks and Recreation programs.

The recommended budget actions are summarized below.

Budget Amendment
FY 2026/27

	Current	Increase/ (Decrease)	Revised
Expendable Trust Fund			
Revenues			
Other Revenue	$0	$15,000	$15,000
Expenditures			
Parks and Recreation - Forty Niners Grant	$0	$15,000	$15,000

PUBLIC CONTACT

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

RECOMMENDATION

1. Accept the $15,000 grant from the Forty Niners Football Company LLC and authorize City

Manager to execute Grant Agreement by and Between Forty Niners Football Company LLC and City of Santa Clara Parks & Recreation Department;

2. Authorize the Mayor and City Manager to sign a letter of appreciation; and
3. Approve the FY 2026/27 budget amendment in the Expendable Trust Fund to increase the Other Revenue estimate by $15,000 and establish a Forty Niners Grant appropriation in the amount of $15,000 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Damon Sparacino, Director of Parks & Recreation Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Draft Grant Agreement

powered by Legistar™

GRANT AGREEMENT
BY AND BETWEEN FORTY NINERS FOOTBALL COMPANY LLC
AND CITY OF SANTA CLARA PARKS AND RECREATION DEPARTMENT

Effective Date: April 1, 2026

Grant Amount: $15,000.00

Term: April 1, 2026 – June 30, 2027

The purpose of this grant agreement ("Agreement") is to establish a formal relationship and terms of the grant between Forty Niners Football Company LLC (the "Club") and the City of Santa Clara Parks and Recreation Department (the "Recipient").

1. Grant Purpose

A. To further the Club's commitment to support youth sports in the City of Santa Clara ("City"), the Club hereby grants the Grant Amount to Recipient, which shall be utilized and distributed by Recipient for the following purposes:

a. **Relocation Costs for Youth Sports:** The City's youth groups that typically use the Youth Soccer Park ("YSP") have experienced impacts to the availability of the YSP as a result of the use by the National Football League ("NFL") of the YSP in January and February 2026 and may experience additional impacts during certain YSP field improvement work scheduled for the summer of 2026. In connection with the NFL's use, the City and the NFL have entered into or intend to enter into an agreement which, among other things, demonstrates the NFL's continuing support of local youth sports. To further the Club's commitment to support youth sports in the City, the Club has chosen to provide the Grant Amount to Recipient as a one-time grant and Recipient shall use the Grant Amount to pay for any additional costs associated with the displacement of the youth groups that typically use YSP, including costs of relocating the youth groups to non-City facilities or co-locating them to other City facilities. Such costs may include standard City field use fees, staff time, and third-party field use fees. The costs set forth in this Section 1.A.a. shall collectively be referred to as the "Youth Sports Relocation Costs".

b. **Youth Activity Scholarship Program:** In the event that a portion of the Grant Amount remains outstanding following Recipient's payment of all applicable Youth Sports Relocation Costs, the balance of the Grant Amount will be used by Recipient for the purpose of a youth scholarship program (the "Youth Activity Scholarship Program"). The terms of the Youth Activity Scholarship Program shall be as follows:
    i. The City of Santa Clara Parks and Recreation Department Youth Activity Scholarship Program shall increase equitable access to

recreational, educational, and enrichment programs for local youth. The program will provide needs-based scholarships of up to $500 per child, to offset program registration fees for Parks and Recreation activities. By reducing financial barriers, this program will promote physical health, social development, and community connection among youth who might otherwise be unable to participate.

ii. Other key program features:
    1. Applicable to eligible Parks and Recreation programs, including:
        a. Sports and swimming activities
        b. Arts and cultural programs
        c. Outdoor recreation and environmental education
        d. Summer camp programs
        e. Youth Resident Membership
    2. Families will be required to submit proof of financial need, such as SNAP/CFAP, Medicare enrollment or SVP Reduced Rate Program. Applicants are also required to show proof of residency and proof of parentage/guardianship of the scholarship recipient.
    3. Scholarships will be awarded on a rolling basis until the Grant Amount is fully allocated.

iii. Goals and Objectives
    1. Increase access to Parks and Recreation programs for youth from low-income families in the City.
    2. Reduce economic barriers to participation in recreational and enrichment programs.
    3. Support positive youth development through increased engagement in structured activities.
    4. Promote equity and inclusion within city-sponsored programs.

iv. The Youth Activity Scholarship Program will be administered by the Parks and Recreation Department. Staff will:
    1. Review and approve scholarship applications
    2. Verify eligibility and proof of need
    3. Track fund distribution and program participation
    4. Ensure compliance with city and grantor requirements.

2. Grant Terms

A. **Distribution of Grant Amount for Grant Purpose:**

a. The Grant Amount shall be distributed by Club to Recipient within sixty (60) days of the execution of this Agreement.
b. Recipient agrees to expend the entire annual Grant Amount for the grant purpose set forth in Section 1 of this Agreement no later than the end of Recipient's 2026-27 fiscal year (i.e., June 30, 2027). Recipient's City Manager is hereby authorized to execute any allocations described in this

Agreement to effectuate the distribution of the Grant Amount. Any required documentation shall be reasonably approved by Club and reflect Club as the source of the funds being provided to the recipient and Recipient as the "fiscal agent".

c. Recipient shall provide Club with a final financial report detailing the Grant Amount allocations no later than July 1, 2027.
d. Upon reasonable request by Club, Recipient shall provide Club with updates on the usage of the Grant Amount during the Term.

B. Recipient agrees to comply with all requirements set forth in this Section 2.B. in the course of distributing the Grant Amount and in connection with any programming. Recipient shall also ensure that Recipient's personnel will comply with all organizational policies to ensure fair and appropriate programming. This includes, but is not limited to the following:
    a. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking will be allowed at any time in any buildings and/or grounds of Recipient's program sites. No students, staff, visitors, Recipient, or sub-recipients of any portion of the Grant Amount will be using drugs during program time.
    b. **Anti-Discrimination**—It is the policy of Club that in connection with Recipient's services in this Agreement there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Recipient agrees to comply with applicable Federal and California laws.
    c. **Conflict of Interest**—Recipient shall abide by and be subject to all applicable regulations, statutes or other laws regarding conflict of interest. Recipient shall not hire any Club employee or any employee of an affiliate of Club to administer the Youth Activity Scholarship Program, and affirms that to the best of its knowledge no such conflict presently exists. Recipient agrees to alert Club in writing if and when a potential conflict does arise.

C. At Club's sole discretion, Club shall have the right to advertise and promote Club's grant to Recipient hereunder in any and all media without limitation.

3. Termination

A. Club may terminate this Agreement by written notice in the event Club in its reasonable discretion, finds that Recipient has defaulted in its compliance with a material term of this Agreement. Such termination shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, Recipient has corrected the default or if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.

B. Neither party shall be liable for failure to comply with any of the terms or conditions of this Agreement when such failure to comply has been caused by, without limitation,

fire, war, insurrection, labor disturbances, work stoppages, terrorism, government restrictions, natural disasters, weather, epidemic, pandemic, public health crisis or acts of God beyond the reasonable control of the parties (each, a "Force Majeure Event"), provided the party so affected gives prompt notice to the other. In the event of a suspension of any obligation by reason of a Force Majeure Event which extends beyond ninety (90) days, this Agreement shall be tolled or terminated at the mutual agreement of the parties.

4. Indemnification

A. Recipient hereby agrees to and does defend, indemnify, protect and hold harmless Forty Niners Football Company LLC and any of its respective affiliates, officers, directors, employees, agents, insurers, and assigns (collectively, the "Indemnitees") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and reasonable expenses of every kind (including consequential, incidental or punitive damages, or lost profits), including court costs and reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with (i) this Agreement, the Youth Sports Relocation Costs, and/or the Youth Activity Sports Program; (ii) any breach by Recipient of any provision of this Agreement or any representation or warranty made by it therein; and (iii) any act or omission to act of Recipient, its employees, servants, and agents; except to the extent such Claim is the result of the gross negligence or willful misconduct of Club.

5. Insurance

A. During the Term, Recipient shall, at no cost to Club, maintain (or cause to be maintained) self-insurance or the equivalent the following insurance coverage: (i) workers compensation insurance in compliance with applicable law and shall include a waiver of subrogation in favor of Club and (ii) commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million U.S. Dollars ($1,000,000.00) for each occurrence, two million U.S. Dollars ($2,000,000.00) aggregate. Recipient shall furnish Club with a certificate of insurance evidencing such insurance coverage upon request.

6. Miscellaneous

A. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

B. This Agreement may not be modified except in a written instrument signed by the Parties.

C. Arbitration

a. Any dispute arising under or relating to this Agreement shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the

American Arbitration Association, with the venue of any such arbitration proceeding to be in Santa Clara, California or such other location as may be agreed by the parties.

b. The arbitrator for any dispute shall be selected according to the Commercial Arbitration Rules of the American Arbitration Association.
c. The award rendered by the arbitrator shall be final, shall identify a winning party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof.
d. The fees and expenses of the arbitrators shall be paid by the non-winning party. In addition, the winning party's reasonable attorneys' fees and costs shall be paid by the non-winning party.

D. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt by email or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, or by recognized overnight delivery service with signature required (e.g., FedEx, UPS) addressed as follows:

a. If to Club: Forty Niners Football Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attn: ellie.caple@49ers.com
Copy: legal@49ers.com

b. If to Recipient: City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95051
Attn: Parks & Recreation Department
Attn: Kimberly Castro: kcastro@SantaClaraCA.gov

E. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

Forty Niners Football Company LLC

By:_____ Dated: _____

Name: _____

Title: _____

City of Santa Clara

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

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

26-882 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on the June 23, 2026 Special City Council Meeting and Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, June 30, 2026 Special City Council Meeting, July 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

RECOMMENDATION

Approve the June 23, 2026 Special City Council Meeting and Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, June 30, 2026 Special City Council Meeting, July 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

City of Santa Clara

Meeting Minutes

Call and Notice of Special Meeting of the City Council

Followed by

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

06/23/2026 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
   NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on June 23, 2026, at 5:00 PM to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

Closed Session - 5:00 PM | Special Meeting - 5:30 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:03 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 26-710 Conference with Legal Counsel-Anticipated Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

Number of potential cases: 1

Public Comment

Jeremy Barousse

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:06 PM.

5:30 PM SPECIAL CITY COUNCIL MEETING

Call to Order in the Council Chambers

Mayor Gillmor called the Special Meeting to order at 5:42 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

2. 26-663 Discussion on the Allocation of Additional Funds in the General Fund Estimated for FY 2025/26, including Convention Center Capital Projects

Recommendation:

1. Review and provide input on the potential allocation of the $20.0 million Reserve for Future Uses in the General Fund; and
2. Direct staff to return with budget actions and/or additional follow-up at a future Council meeting.

City Manager Grogan made opening remarks and introduced **Acting Assistant City Manager/Director of Finance Lee** who provided a Powerpoint presentation on the Allocation of the Additional Fund in the General Fund Estimated for Fiscal Year 25/26.

Council questions and comments followed.

Public Comment: Wanda Buck
Rebecca
Barbara Estrada

Acting Assistant City Manager/Director of Finance Lee, **City Manager Grogan** and **Director of Parks and Recreation Sparacino** addressed **Council** questions.

Council discussion followed.

Mayor Gillmor adjourned the Special Meeting at 6:54 PM.

3. 26-292 Staff Update and Solicitation of Council Input or Direction on a City Council Request (Council Policy 030) to Revise Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements

Recommendation: Discuss and provide direction related to revising Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements.

This item was deferred to a future meeting date uncertain.

4. 26-333 Action on a Council Policy 030 Request for Information on Public Participation Options, and Audio/Visual (A/V) and Broadcasting Requirements for Potential Offsite City Council Meetings, and Direction to Staff

Recommendation: Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

This item was deferred to a future meeting date uncertain.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Regular meeting to order at 7:09 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that **Council** authorized initiation of litigation, the subject matter and details of which will be available upon filing.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

5. 26-631 Continuance of a Rezoning to Remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to Remain in Historic Combining District) and a Tentative Subdivision Map to subdivide the property into two parcels each containing one of the existing residences

Recommendation: Staff recommends that the City Council open the public hearing on this item and then immediately continue the item to the July 14, 2026, Council meeting.

Mayor Gillmor recused herself from this item due to her office being located near the subject property.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to open the Public Hearing and then immediately continue this item to the July 14, 2026 Joint City Council & Authorities Concurrent and Santa Clara Stadium Authority Board Meeting.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Abstained: 1 - Mayor Gillmor

City Manager Grogan pulled Item 7.K to be continued a future meeting date uncertain.

SPECIAL ORDER OF BUSINESS

6.A 26-326 Proclamation of June 2026 as Portuguese National Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed June 2026 as Portuguese National Heritage Month.

Maria Ricardo (Sociedade do Espirito Santo Portuguese Hall) and **Filipe Ramalheira (Consul-General of Portugal in San Francisco)** accepted the proclamation and provided some remarks.

Council comments followed.

6.B 26-592 Recognition of the Recipients of the Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Mission College

Mayor Gillmor, on behalf of the **Council**, recognized the recipients of the Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Mission College.

Theresa Tran (Counselor, Mission College) provided some remarks and acknowledged the scholarship recipients.

Council comments followed.

6.C 26-683 Proclamation of July 2026 as Park and Recreation Month

Mayor Gillmor, on behalf of the **Council**, proclaimed July 2026 as Parks and Recreation Month.

Director of Parks and Recreation Sparacino accepted the proclamation and provided some remarks. He recognized Department of Parks and Recreation staff, Parks and Recreation Commissioners, and Youth Commissioners.

CONSENT CALENDAR

Councilmember Park pulled Item 7.A.

Boardmember Cox pulled Item 8.A.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Chahal, to adopt the balance of the Consent Calendar (except Items 7.A and 8.A).

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/ Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

7.B 26-12 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Parks & Recreation Commission - April 13, 2026
Cultural Commission - April 6, 2026
Planning Commission - May 20, 2026

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to Note and file the Minutes of: Parks & Recreation Commission - April 13, 2026, Cultural Commission - April 6, 2026, and Planning Commission - May 20, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.C 26-511 Action on Monthly Financial Status and Investment Reports for April 2026 and Approval of the Related Budget Amendments Including the Recognition of Additional Revenue in the General Fund Estimated for FY 2025/26

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for April 2026 as presented; and
2. Approve the Fiscal Year 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. General Fund: increases to revenue including sales tax, property tax, transient occupancy tax, interest earnings, fines and penalties, SVP transfer, other fees for services, other revenue, and reimbursements from Stadium and Bay Area Host Committee, adjustments to various departmental budgets including City Attorney's Office, City Clerk's Office, Finance Department, Fire Department, Police Department, Parks and Recreation Department, and Non-Departmental; a transfer to the Fire Operating Grant Trust Fund and Vehicle Replacement Fund; increases to the Property Tax ERAF Reserve, Pension Stabilization Reserve, unrestricted ending fund balance and the establishment of the Reserve for Future Uses, with a net impact of $41,054,024;
   b. Cemetery Fund: increases to the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $84,000;
   c. Downtown Parking Maintenance District Fund: increase to capital outlay and decrease to ending fund balance, with a net impact of $0;
   d. Electric Utility Capital Fund: decreases to the beginning and ending unrestricted ending fund balance, recognizes a transfer from the Electric Utility Fund and increases the Major Engine Overhaul and Repair project, with a net impact of ($6,170,000);
   e. Electric Utility Fund: increases to revenue including other revenue, sale of land and charges for services, increases to materials, services and supplies, contribution in lieu, and resource and production, increases to transfers to the Electric Utility Capital Fund and Vehicle Replacement Fund, and increase to the Rate Stabilization Reserve, with a net impact of $53,125,150;
   f. Electric Utility Operating Grant Trust Fund: increase to charges for services, offset with increases to contribution-lieu and the Public Benefits Charges ending fund balance, with a net impact of $1,140,000;
   g. Endowment Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $82,000;
   h. Expendable Trust Fund: increases to other agencies revenue and other fees for services and increases to the Information Technology, Public Works and Parks and Recreation Departments, with a net

impact of $76,500;

i. Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue for the Fire Department and recognizes a transfer from the General Fund for the SAFER grant program, with a net impact of $142,054;
j. Gas Tax Fund: increases the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of $764,019;
k. Parks and Recreation Capital Fund: adjustments to the Mitigation Fee Act and Quimby Act revenue and their corresponding ending fund balances and decreases to the Park Impact Fees Monitoring and Parkland Acquisitions projects, recognizes revenue and establishes the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of ($7,937,104);
l. Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $2,000;
m. Public Facilities Financing Corporation Fund: increase to administrative cost budget and decrease to ending fund balance; with a net impact of $0;
n. Recycled Water Capital Fund: increase to the Recycled Water System Mains and Services project offset by ending fund balance, with a net impact of $0;
o. Sewer Utility Fund: increase to charges for services, materials, services, and supplies, transfer to the Vehicle Replacement Fund, offset by ending fund balance, with a net impact of $400,000;
p. Streets and Highways Capital Fund: increase to other agencies revenue and the Cupertino-Santa Clara On-Demand Shuttle Project, and reduce the transfer to the Traffic Mitigation Fund, increase the transfer to the Gas Tax Fund, and increase the vehicle registration fee ending fund balance, with a net impact of $210,000;
q. Traffic Mitigation Fund: reduces the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of ($1,161,035);
r. Unemployment Insurance Fund: increase to insurance claims offset by ending fund balance, with a net impact of $0; and
s. Vehicle Replacement Fund: recognizes transfers from the General Fund, and the Electric Utility and Sewer Utility Funds, and increases the capital outlay appropriation, with a net impact of $329,833.

3. Approve the Fiscal Year 2026/27 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 4 of the staff report):
   a. General Fund: increases the beginning and ending fund balance for the Reserve for Future Uses, increases the unrestricted beginning fund balance and increases the Non-Departmental appropriation, with a net impact of $20,500,000;

b. Electric Utility Capital Fund: recognizes developer contributions and establishes the Central Expressway and Walsh Ave Transmission Line Clearance Project, with a net impact of $1,863,750; and
c. Parks and Recreation Capital Fund: increases the beginning fund balance and increases the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of $290,661.

Items 2a - 2s and 3a - 3c, five affirmative Council votes required to appropriate additional revenue and for the use of unused balances.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) note and file the Monthly Financial Status Report and Monthly Investment Report for April 2026 as presented; (2) approve the Fiscal Year 2025/26 budget amendments in the following funds: (a) General Fund: increases to revenue including sales tax, property tax, transient occupancy tax, interest earnings, fines and penalties, SVP transfer, other fees for services, other revenue, and reimbursements from Stadium and Bay Area Host Committee, adjustments to various departmental budgets including City Attorney's Office, City Clerk's Office, Finance Department, Fire Department, Police Department, Parks and Recreation Department, and Non-Departmental; a transfer to the Fire Operating Grant Trust Fund and Vehicle Replacement Fund; increases to the Property Tax ERAF Reserve, Pension Stabilization Reserve, unrestricted ending fund balance and the establishment of the Reserve for Future Uses, with a net impact of $41,054,024; (b) Cemetery Fund: increases to the transfers from the Endowment and Perpetual Care Funds and increase to ending fund balance, with a net impact of $84,000; (c) Downtown Parking Maintenance District Fund: increase to capital outlay and decrease to ending fund balance, with a net impact of $0; (d) Electric Utility Capital Fund: decreases to the beginning and ending unrestricted ending fund balance, recognizes a transfer from the Electric Utility Fund and increases the Major Engine Overhaul and Repair project, with a net impact of ($6,170,000); (e) Electric Utility Fund: increases to revenue including other revenue, sale of land and charges for services, increases to materials, services and supplies, contribution in lieu, and resource and production, increases to transfers to the Electric Utility Capital Fund and Vehicle Replacement Fund, and increase to the Rate Stabilization Reserve, with a net impact of $53,125,150; (f) Electric Utility Operating Grant Trust Fund: increase to charges for services, offset with increases to contribution-lieu and the Public Benefits Charges ending fund balance, with a net impact of $1,140,000; (g) Endowment Care Fund: transfer of interest earnings

to the Cemetery Fund, with a net impact of $82,000; (h) Expendable Trust Fund: increases to other agencies revenue and other fees for services and increases to the Information Technology, Public Works and Parks and Recreation Departments, with a net impact of $76,500; (i) Fire Operating Grant Trust Fund: recognition and appropriation of grant revenue for the Fire Department and recognizes a transfer from the General Fund for the SAFER grant program, with a net impact of $142,054; (j) Gas Tax Fund: increases the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of $764,019; (k) Parks and Recreation Capital Fund: adjustments to the Mitigation Fee Act and Quimby Act revenue and their corresponding ending fund balances and decreases to the Park Impact Fees Monitoring and Parkland Acquisitions projects, recognizes revenue and establishes the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of ($7,937,104); (l) Perpetual Care Fund: transfer of interest earnings to the Cemetery Fund, with a net impact of $2,000; (m) Public Facilities Financing Corporation Fund: increase to administrative cost budget and decrease to ending fund balance; with a net impact of $0; (n) Recycled Water Capital Fund: increase to the Recycled Water System Mains and Services project offset by ending fund balance, with a net impact of $0; (o) Sewer Utility Fund: increase to charges for services, materials, services, and supplies, transfer to the Vehicle Replacement Fund, offset by ending fund balance, with a net impact of $400,000; (p) Streets and Highways Capital Fund: increase to other agencies revenue and the Cupertino-Santa Clara On-Demand Shuttle Project, and reduce the transfer to the Traffic Mitigation Fund, increase the transfer to the Gas Tax Fund, and increase the vehicle registration fee ending fund balance, with a net impact of $210,000; (q) Traffic Mitigation Fund: reduces the transfer from the Streets and Highways Capital Fund and the ending fund balance, with a net impact of ($1,161,035); (r) Unemployment Insurance Fund: increase to insurance claims offset by ending fund balance, with a net impact of $0; and (s) Vehicle Replacement Fund: recognizes transfers from the General Fund, and the Electric Utility and Sewer Utility Funds, and increases the capital outlay appropriation, with a net impact of $329,833; and (3) approve the Fiscal Year 2026/27 budget amendments in the following funds: (a) General Fund: increases the beginning and ending fund balance for the Reserve for Future Uses, increases the unrestricted beginning fund balance and increases the Non-Departmental appropriation, with a net impact of $20,500,000; (b) Electric Utility Capital Fund: recognizes developer contributions

and establishes the Central Expressway and Walsh Ave Transmission Line Clearance Project, with a net impact of $1,863,750; and (c) Parks and Recreation Capital Fund: increases the beginning fund balance and increases the Earl Carmichael Park Snack Shack Rehabilitation Project, with a net impact of $290,661.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.D 26-594 Action on the Award of Purchase Orders with Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials for a Total Maximum Amount Not-To-Exceed $873,085.65

Recommendation: Authorize the City Manager or designee to award purchase orders to Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials in the amounts presented in Table 1 of this report, for a total maximum amount not-to-exceed $873,085.65, inclusive of estimated sales tax and a 15% contingency, subject to the appropriation of funds and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to authorize the City Manager or designee to award purchase orders to Underground Republic Water Works, Inc., Core & Main LP, and Ferguson Enterprises LLC for Water Main Replacement Phase 1F Construction Materials, for a total maximum amount not-to-exceed $873,085.65, inclusive of estimated sales tax and a 15% contingency, subject to the appropriation of funds and approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.E 26-161 Action on a Grant Agreement with Triton Museum of Art for FY 2026/27 to Support General Museum Operations, Art Exhibitions, and Educational Programs and Delegation of Authority for Future Grant Agreements

Recommendation:

1. Approve and authorize the City Manager to execute the Grant Agreement with Triton Museum of Art in the form presented for an amount not-to-exceed $314,084;
2. Authorize the City Manager to execute future Grant Agreements with Triton Museum of Art in substantially the same form as long as there is an active Agreement for Lease and Operation of Triton Museum of Art between the City and the Triton Museum of Art, subject to budget appropriations; and
3. Authorize the City Manager to make minor modifications to the Grant Agreement as needed, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute the Grant Agreement with Triton Museum of Art in the form presented for an amount not-to-exceed $314,084; (2) authorize the City Manager to execute future Grant Agreements with Triton Museum of Art in substantially the same form as long as there is an active Agreement for Lease and Operation of Triton Museum of Art between the City and the Triton Museum of Art, subject to budget appropriations; and (3) authorize the City Manager to make minor modifications to the Grant Agreement as needed, in a final form approved by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.F 26-483 Action to Authorize the City Manager to Execute an Agreement with Bear Electrical Solutions, LLC for Traffic Signal Maintenance, Repair, and Support Services

Recommendation:

1. Authorize the City Manager or designee to execute the agreement with Bear Electrical Solutions, LLC for traffic signal maintenance, repair, and support services, for a not-to-exceed amount of $9,603,030, inclusive of the initial five-year term, up to two one-year option periods, and a 10% contingency, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Bear Electrical Solutions, LLC, including exercising up to two one-year options in accordance with the agreement through 2033, and to negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute the agreement with Bear Electrical Solutions, LLC for traffic signal maintenance, repair, and support services, for a not-to-exceed amount of $9,603,030, inclusive of the initial five-year term, up to two one-year option periods, and a 10% contingency, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Bear Electrical Solutions, LLC, including exercising up to two one-year options in accordance with the agreement through 2033, and to negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.G 26-357 Action on an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project

Recommendation:

1. Approve and authorize the City Manager to execute an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project in the not-to-exceed amount of $1,598,220, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager to execute an Agreement with Brown Reynolds Watford Architects for Design Professional Services for the Fire Station 5 Replacement Project in the not-to-exceed amount of $1,598,220, in a final form approved by the City Attorney; and (2) authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.H 26-654 Action to Authorize the City Manager to Negotiate and Execute Agreements with Hinderliter, De Llamas, & Associates dba HdL Companies and HdL Coren and Cone for Sales, Use, Tax Audit and Recovery Services; Property Tax Audit and Management Services; Transient Occupancy Tax Audit Services; and Santa Clara Tourism Improvement District Assessment Audit and Compliance Services

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for sales, use, and transaction tax recovery services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $1,600,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for Transient Occupancy Tax (TOT), Community Facilities District (CFD), and Santa Clara Tourism Improvement District (SCTID) administration and audit services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $230,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to execute an agreement with HdL Coren & Cone for comprehensive property tax management services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $200,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, and to negotiate and execute future amendment(s) to: (a) increase the maximum compensation under the agreements identified in Recommendations No. 1 and No. 3, as necessary, to account for additional revenue resulting from contingency-based compensation structure, and identified in Recommendation No. 2, as necessary, to account for additional properties added during the term of the agreement, (b) add or delete services associated with the services, (c) adjust rates in accordance with the agreements' rate adjustment provisions, and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for sales, use, and transaction tax recovery services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of

$1,600,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to negotiate and execute an agreement with Hinderliter, De Llamas & Associates DBA HdL Companies for Transient Occupancy Tax (TOT), Community Facilities District (CFD), and Santa Clara Tourism Improvement District (SCTID) administration and audit services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $230,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to execute an agreement with HdL Coren & Cone for comprehensive property tax management services for a five-year term starting on July 1, 2026 and ending on June 30, 2031, with a maximum compensation of $200,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and (4) authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, and to negotiate and execute future amendment(s) to: (a) increase the maximum compensation under the agreements identified in Recommendations No. 1 and No. 3, as necessary, to account for additional revenue resulting from contingency-based compensation structure, and identified in Recommendation No. 2, as necessary, to account for additional properties added during the term of the agreement, (b) add or delete services associated with the services, (c) adjust rates in accordance with the agreements' rate adjustment provisions, and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.I 26-418 Action to Authorize the City Manager to Negotiate and Execute Amendments to the Agreement with Tucker Construction, Inc. for Encampment Cleanup Services to Exercise Option Years and to Increase the Total Not-to-Exceed Maximum Compensation and Approve the Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute amendments to the agreement with Tucker Construction, Inc. for homeless encampment cleanup services, to increase the maximum compensation up to $1,135,453, subject to the appropriation of funds and final review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the agreement with Tucker Construction, Inc., including exercising up to the remaining three additional one-year options through June 30, 2029, and to negotiate and execute future amendment(s) to (a) add or delete services consistent with the scope of services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney; and
4. Approve the FY 2026/27 budget amendment in the General Fund, increasing the Department of Public Works budget in the amount of $151,806 and decreasing the unrestricted ending fund balance in the amount of $151,806 (five affirmative Council votes required for the use of unused balances).

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) determine that the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations; (2) authorize the City Manager or designee to execute amendments to the agreement with Tucker Construction, Inc. for homeless encampment cleanup services, to increase the maximum compensation up to $1,135,453, subject to the appropriation of funds and final review and approval as to form by the City Attorney; (3) authorize the City Manager or designee to take any actions as necessary to implement and administer the agreement with Tucker Construction, Inc., including exercising up to the remaining three additional one-year options through June 30, 2029, and to negotiate and execute future amendment(s) to (a) add

or delete services consistent with the scope of services, (b) adjust rates consistent with market conditions, and (c) make de minimis changes, subject to the above maximum compensation limit and final review and approval as to form by the City Attorney; and (4) approve the Fiscal Year 2026/27 budget amendment in the General Fund, increasing the Department of Public Works budget in the amount of $151,806 and decreasing the unrestricted ending fund balance in the amount of $151,806.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.J 26-196 Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway

Recommendation:

1. Adopt a Resolution Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway [APN 104-04-115 (2025-26)]; and
2. Authorize the Recordation of the Resolution.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) adopt Resolution No. 26-9576 Ordering the Vacation of an Underground Electric Easement at 4880 Great America Parkway [APN 104-04-115 (2025-26)]; and (2) authorize the Recordation of the Resolution.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.L 26-696 Action to Approve the Modifications to Classified Position Specifications and Adopt a Resolution Approving and Adopting Updated Salary Plans for Classified Positions

Recommendation:

1. Approve various modifications to the classification plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Modifications to the Legal Office Specialist (Job Code 519) Class Specifications, and
   b. Approve the Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification.
2. Adopt a Resolution in the form presented to approve and adopt the revised salary plans for various classified positions (effective July 5, 2026) to satisfy the requirements of California Code of Regulations Section 570.5.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) approve various modifications to the classification plan, as follows, as detailed in the corresponding Class Specification attachments: (a) approve the Modifications to the Legal Office Specialist (Job Code 519) Class Specifications, and (b) approve the Addition of the Assistant Training Officer - 80 Hour (Job Code 233) Class Specification; and (2) adopt Resolution No. 26-9577 approving and adopting the revised salary plans for various classified positions (effective July 5, 2026) to satisfy the requirements of California Code of Regulations Section 570.5.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

8.B 26-448 Action on Agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. for On-Call General Contractor Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Contract Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under the agreements is limited to a total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Chahal, to (1) approve and authorize the Stadium Manager to enter into agreements with Devcon Construction, Inc., SC Builders, Inc., and Rudolph Commercial Interiors, Inc. to provide on-call as-needed repair, restoration, and maintenance services on various system components at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under the agreements is limited to a total aggregate amount payable under all agreements shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements; (2) approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations; (3) authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget

appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and (4) authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Aye: 7 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Cox, and Chair Gillmor

8.C 26-450 Action on Agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc. for Mechanical and Plumbing Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Not-To-Exceed Amount of $1,506,408, Inclusive of All Contract and Option Years and Contingency, Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period as $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Chahal, to (1) approve and authorize the Stadium Manager to enter into agreements with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc., and Silicon Valley Mechanical, Inc., to provide on-call as-needed mechanical and plumbing maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreements, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements; (2) approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations; (3) authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period as $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The

aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed $1,506,408; and (4) authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director, and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Aye: 7 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Cox, and Chair Gillmor

PUBLIC PRESENTATIONS

Lisa Thomas and **Jan Martin** requested a residential parking study on Calle Del Mundo and Calle De Luna.

By consensus, **Council** referred this issue to the **City Manager** for a report out at a future meeting.

Howard Gibbons announced he will be serving hot dogs at the 4th of July event.

Brian Darby spoke regarding electric scooters and bikes.

Anthony Becker (time donated by Saskia) made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session and hiring an independent elections ethics consultant.

CONSENT ITEMS PULLED FOR DISCUSSION

9. 26-705 Action on an Agreement with Blair, Church & Flynn Consulting Engineers for Design Professional Services for the Citywide Electric Vehicle Charging Stations Installation Project and Related Budget Amendments (DEFERRED FROM JUNE 9, 2026)

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers for design professional services for the Citywide Electric Vehicle Charging Stations Installation Project with maximum compensation not-to-exceed $1,374,595 and a term through December 31, 2031, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute amendments to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and appropriation of funds, in final forms approved by the City Attorney; and
3. Approve the following Fiscal Year 2025/26 budget amendments:
   a. In the Electric Operating Grant Trust Fund, decrease the Greenhouse Gas Program Ending Fund Balance and establish a transfer to the Public Buildings Capital Fund in the amount of $1,484,595 **(five affirmative Council votes required for the use of unused balances)**; and
   b. In the Public Buildings Capital Fund, establish the new Citywide Electric Vehicle Charging Stations Installation Project and recognize a transfer from the Electric Operating Grant Trust Fund and in the amount of $1,484,595 **(five affirmative Council votes required to appropriate additional revenue)**.

Councilmember Jain pulled this item from the June 9, 2026 Joint City Council & Authorities Concurrent and Santa Clara Stadium Authority Board Meeting for questions and comments.

City Manager Grogan and **Director of Economic Development and Sustainability Brilliot** addressed **Council** questions.

Council discussion followed.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to (1) approve and authorize the City Manager to execute an agreement with Blair, Church & Flynn Consulting Engineers for design professional services for the Citywide Electric Vehicle Charging Stations Installation Project with maximum compensation not-to-exceed $1,374,595 and a term through December 31, 2031, in a final form approved by the City Attorney; (2) authorize the City Manager to negotiate and execute amendments

to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and appropriation of funds, in final forms approved by the City Attorney; (3) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Electric Operating Grant Trust Fund, decrease the Greenhouse Gas Program Ending Fund Balance and establish a transfer to the Public Buildings Capital Fund in the amount of $1,484,595; and (b) in the Public Buildings Capital Fund, establish the new Citywide Electric Vehicle Charging Stations Installation Project and recognize a transfer from the Electric Operating Grant Trust Fund and in the amount of $1,484,595; and (4) pause public chargers in the contract until the completion of refresh of electric vehicle strategy and direct staff to look into load balancing software and cost of level 2 chargers.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7.A 26-716 Action on the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Recommendation: Approve the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

This item was deferred to a future meeting date uncertain.

7.K 26-607 Action on a Resolution Approving and Adopting the Updated Records Retention Schedule for All City Departments

Recommendation: Adopt a Resolution approving a new Citywide Records Retention Schedule including the Santa Clara Police Department and Rescind Resolutions 25-9459 (adopting a Records Retention Schedule for the Santa Clara Police Department) and 12-7965 (Old Citywide and Departmental Retention Schedule).

This item was deferred to a future meeting date uncertain.

8.A 26-449 Action on Agreements with ASF Electrical, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. for On-Call Electrical Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Option Years and Contingency Across All Three Agreements, and Delegated Authority for Future Amendments

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., to provide on-call electrical maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreement, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term, inclusive of all contract years and contingency, shall not exceed

$1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

This item was deferred to a future meeting date uncertain.

PUBLIC HEARING/GENERAL BUSINESS

10. 26-329 Public Hearing: Adoption of a Resolution Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District (District), and Action on an Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the District

Recommendation:

1. Adopt a Resolution of the City of Santa Clara, California Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District;
2. Approve and authorize the City Manager to execute the proposed Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the Santa Clara Tourism Improvement District on the terms presented, in a final form approved by the City Attorney; and
3. Authorize the City Manager to make minor and administrative modifications to the Agreement, approved as the form by the City Attorney, if necessary.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Christine Lawson (Chief Executive Officer, Discover Santa Clara)** and **Kelly Rankin (Senior Project Manager, Civitas)** who provided a Powerpoint presentation on the Santa Clara Tourism Improvement District (SCTID) Renewal.

Council questions and comments followed.

Christine Lawson (Chief Executive Officer, Discover Santa Clara) and **Kelly Rankin (Senior Project Manager, Civitas)** addressed **Council** questions.

Public Comment: Scott Wintner
Billy Mendez
Jack Bloom
Nancy Fullmore
Kevin Dominquez
Brian Darby
Eliver
Public speaker
Melissa

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

Assistant City Clerk Pimentel noted that the City Clerk's Office received zero written protest, which is not a majority of the owners or authorized representatives of businesses in the proposed renewed Santa Clara Tourism Improvement District; therefore, the protest did not constitute a majority protest and **Council** may proceed with renewing the Santa Clara Tourism Improvement District.

Council discussion followed.

City Attorney Googins addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) adopt Resolution No. 26-9578 Declaring Results of Majority Protest Proceedings and Renewing the Santa Clara Tourism Improvement District; (2) approve and authorize the City Manager to execute the proposed Agreement with Silicon Valley/Santa Clara DMO, Inc. d/b/a Discover Santa Clara for the Administration of the Santa Clara Tourism Improvement District on the terms presented, in a final form approved by the City Attorney; and (3) authorize the City Manager to make minor and administrative modifications to the Agreement, approved as the form by the City Attorney, if necessary.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

Mayor Gillmor called for a recess at 9:27 PM and reconvened the meeting at 9:40 PM.

11. 26-706 Action on Proposed FY 2027/28 Santa Clara Stadium Authority Capital Expense Projects (DEFERRED FROM JUNE 9, 2026)

Recommendation: Approve staff's recommendation on the proposed Santa Clara Stadium Authority Fiscal Year 2027/28 Capital Expense Projects, totaling $11,080,731, as described in the report and "Recommendations for Stadium Manager's Proposed FY 2027/28 CapEx Projects" attachment, including funding levels and next steps.

Executive Director Grogan made some opening remarks and introduced **Treasurer Lee** who provided a Powerpoint presentation on the proposed Fiscal Year 2027/28 Santa Clara Stadium Authority Capital Expense Projects.

Board questions followed.

Treasurer Lee, **Executive Director Grogan**, **Kevin Wang (Vice President, San Francisco 49ers), Francine Hughes (General Manager, San Francisco 49ers)** addressed **Board** questions.

Public Comment: Eric Adler
Brian Darby

Board discussion followed.

A motion was made by Vice Chair Gonzalez to approve the proposed Santa Clara Stadium Authority Fiscal Year 2027/28 Capital Expense Projects, totaling $11,080,731, as described in the report and "Recommendations for Stadium Manager's Proposed FY 2027/28 CapEx Projects" attachment, including funding levels and next steps.

The motion failed due to lack of a second.

Board discussion followed.

Executive Director Grogan, **Stadium Authority Counsel Googins, Kevin Wang (Vice President, San Francisco 49ers), Francine Hughes (General Manager, San Francisco 49ers)** addressed **Board** questions.

A motion was made by Boardmember Hardy, seconded by Vice Chair Gonzalez, to approve the proposed Santa Clara Stadium Authority Fiscal Year 2027/28 Capital Expense Projects, totaling $11,080,731, as described in the report and "Recommendations for

Stadium Manager's Proposed FY 2027/28 CapEx Projects" attachment, including funding levels and next steps.

Aye: 5 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, and Boardmember Jain

Nay: 2 - Boardmember Cox, and Chair Gillmor

14. 26-524 Public Hearing: Action on a Vesting Tentative Parcel Map (PLN25-00559) to Merge Four Existing Legal Parcels Into One Legal Parcel, With No Construction or Site Improvements Located at 3250 Jay Street. CEQA Status: Exempt from CEQA per Class 15 and Action to Adopt a CEQA Exemption Checklist 15183 for Future Redevelopment

Recommendation:

1. Determine the tentative map to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15;
2. Adopt the Checklist Under CEQA Guidelines Section 15183 for the future redevelopment of the site; and
3. Adopt a resolution to approve the Vesting Tentative Parcel Map to merge the four parcels at 3250 Jay Street, making the required findings and subject to conditions of approval.

Item 14 was heard after Item 11.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Assistant Director of Community Development Rajagopalan** who provided a Powerpoint presentation on a vesting tentative parcel map located at 3250 Jay Street.

Council questions followed.

Assistant Director of Community Development Rajagopalan addressed **Council** questions.

David Cropper (Applicant) provided a verbal presentation.

Public Comment: None

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

Assistant Director of Community Development Rajagopalan and **Director of Community Development Hamid** addressed **Council** questions.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) determine the tentative map to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15; (2) adopt the Checklist Under CEQA Guidelines Section 15183 for the future redevelopment of the site; and (3) adopt Resolution No. 26-9579 approving the Vesting Tentative Parcel Map to merge the four parcels at 3250 Jay Street, making the required findings and subject to conditions of approval.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

15. 26-508 Public Hearing: Action to approve (1) the 2025 Urban Water Management Plan and (2) the 2025 Water Shortage Contingency Plan

Recommendation:

1. Determine that the proposed actions are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(v) of Title 14 of California Code of Regulations;
2. Adopt a Resolution approving the 2025 Urban Water Management Plan; and
3. Adopt a Resolution approving the 2025 Water Shortage Contingency Plan

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Assistant Director of Water & Sewer Tam** who provided a Powerpoint presentation to approve (1) the 2025 Urban Water Management Plan and (2) the 2025 Water Shortage Contingency Plan

Council questions followed.

Assistant Director of Water & Sewer Tam addressed **Council** questions.

Public Comment: Brian Darby

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) determine that the proposed actions are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(v) of Title 14 of California Code of Regulations; (2) adopt Resolution No. 26-9580 approving the 2025 Urban Water Management Plan; and (3) adopt Resolution No. 26-9581 approving the 2025 Water Shortage Contingency Plan.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Cox, to extend the meeting to no later than 1:00 AM.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

13. 26-697 Action on Approval of Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions including the Updated Salaries of the City Manager and the City Attorney pursuant to their respective Employment Agreements, and Adopt a Resolution Approving and Adopting the Unclassified Salary Plan for Various Positions including the classifications of City Manager and City Attorney

Recommendation:

1. Approve modifications to the salary for the City Manager, including (A) a salary adjustment for the City Manager of approximately 2.0% retroactive to and effective May 10, 2026, effective May 10, 2026, resulting in a new annual salary of approximately $439,382.71, with a corresponding retroactive payment of $994.08, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective May 10, 2026) approved June 23, 2026;
2. Approve modifications to the salary for the City Attorney, including (A) a salary adjustment for the City Attorney of approximately 2.0% retroactive to and effective March 1, 2026, resulting in a new annual salary of approximately $377,870.34, with a corresponding retroactive payment of $2,279.76, and (B) adopt a Resolution updating the Unclassified Salary Plans (effective March 1, 2026) approved June 23, 2026;
3. Approve various modifications to the Unclassified Classification Plan, as follows, as detailed in the corresponding Class Specification attachments:
   a. Approve the Creation of the Assistant Director (Job Code 133) Class Specification, and
   b. Approve the Creation of the Division Manager (Job Code 136) Class Specification.
4. Adopt a Resolution to approve the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective July 5, 2026.

City Attorney Googins and **City Manager Grogan** recused themselves from this item and left the meeting at 11:58 PM.

Assistant City Manager Azevedo provided a Powerpoint presentation on the updates to the unclassified salary plan for various positions, including the classifications of City Manager and City Attorney. She read onto the record the current and recommended salaries for the City Manager and City Attorney.

Council questions followed.

Assistant City Manager Azevedo and **Chief Assistant City Attorney Reuter** addressed **Council** questions.

Public Comment: Edward Strine

Council discussion followed.

Assistant City Manager Azevedo and **Chief Assistant City Attorney Reuter** addressed **Council** questions.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to (1) approve modifications to the salary for the City Manager, including (a) a salary adjustment for the City Manager of approximately 2.0% retroactive to and effective May 10, 2026, effective May 10, 2026, resulting in a new annual salary of approximately $439,382.71, with a corresponding retroactive payment of $994.08, and (b) adopt Resolution No. 26-9582 updating the Unclassified Salary Plans (effective May 10, 2026) approved June 23, 2026; (2) approve modifications to the salary for the City Attorney, including (a) a salary adjustment for the City Attorney of approximately 2.0% retroactive to and effective March 1, 2026, resulting in a new annual salary of approximately $377,870.34, with a corresponding retroactive payment of $2,279.76, and (b) adopt Resolution No. 26-9582 updating the Unclassified Salary Plans (effective March 1, 2026) approved June 23, 2026; (3) approve various modifications to the Unclassified Classification Plan, as follows, as detailed in the corresponding Class Specification attachments: (a) approve the Creation of the Assistant Director (Job Code 133) Class Specification, and (b) approve the Creation of the Division Manager (Job Code 136) Class Specification; and (4) adopt Resolution No. 26-9582 approving the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective July 5, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Nay: 1 - Mayor Gillmor

12. 26-691 Discussion and Approval of the Formation of a Community Advisory Committee to Support the Evaluation of Future City Hall Facility Options and Appointment of Committee Members

Recommendation: Approve the formation of a Community Advisory Committee consisting of one representative appointed by each City Councilmember and one at-large representative appointed by the Mayor to provide advisory input regarding the evaluation of the future of City Hall.

City Manager Grogan and **City Attorney Googins** returned to the meeting at 12:26 AM.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Klotz** who provided a Powerpoint presentation on the approval of the formation of a community advisory committee to support the evaluation of future city hall facility options and appointment of committee members.

Council questions followed.

Assistant City Manager Klotz addressed **Council** questions.

Councilmember Jain read a statement into the record against the appointment of Brian Doyle to the Community Advisory Committee.

Public Comment: None

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to appoint the following members to the Community Advisory Committee to provide advisory input regarding the evaluation of the future of City Hall: Steve Lee (District 1), Kimberly Williams (District 2), Christine Koltermann (District 3), Saskia Feian (District 4), Michele Ryan (District 5), and John Rhabar (District 6), and the Mayor to nominate another at large member.

Aye: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Nay: 3 - Vice Mayor Gonzalez, Councilmember Cox, and Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Grogan provided a verbal report on upcoming agenda items.

ADJOURNMENT

The meeting was adjourned on June 24, 2026 at 12:47 A.M.

The next scheduled special meeting is on Tuesday, June 30, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

Draft

City of Santa Clara

Special Meeting Minutes

Call and Notice of Special Meeting of the City Council

06/30/2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
   NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on June 30, 2026, at 5:30 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

5:30 PM SPECIAL CITY COUNCIL MEETING

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 5:35 PM.

Roll Call

Present: 7 - Vice Mayor Albert Gonzalez, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Councilmember Suds Jain, Councilmember Kelly Cox, and Mayor Lisa M. Gillmor

PUBLIC HEARING/GENERAL BUSINESS

1. 26-669 Action to Conduct Applicant Interviews and Appoint Two Applicants to the Senior Advisory Commission to Serve One Partial Term Ending June 30, 2028, and One Full Term ending June 30, 2030

Recommendation:

1. Appoint Two Applicants to the Senior Advisory Commission, One to serve a Partial Term Ending June 30, 2028, and One to serve a Full Term Ending June 30, 2030
2. Establish an Eligibility List for Six Months should a Vacancy Occur.

Assistant City Clerk Pimentel provided a verbal report on the interview and appointment process. She noted that several candidates have withdrawn from the process, including both candidates for the Civil Service Commission.

Council conducted in-person and virtual interviews to appoint two Commissioners to the Senior Advisory Commission to serve one partial term ending June 30, 2028, and one full term ending June 30, 2030.

Public Comment: None

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) appoint Michelle Schmitz to the Senior Advisory Commission to serve a partial term ending June 30, 2028; (2) appoint Adila Saadat to the Senior Advisory Commission to serve a full term ending June 30, 2030; and (3) establish eligibility list with Claire Fedele for an automatic appointment should a vacancy occur within the next six months.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

2. 26-671 Action to Accept a Resignation and Conduct Applicant Interviews and Appoint Two Applicants to the Civil Service Commission to Serve One Partial Term ending June 30, 2028, and One Full Term Ending June 30, 2030

Recommendation: Appoint Two Applicants to the Civil Service Commission, to serve One Partial Term Ending June 30, 2028, and One Full Term Ending June 30, 2030.

Public Comment: None

A motion was made by Councilmember Cox, seconded by Vice Mayor Gonzalez, to reopen the Civil Service Commission recruitment.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3. 26-672 Action to Conduct Applicant Interviews and Appoint One Applicant to the Cultural Commission to Serve One Full Term Ending June 30, 2030

Recommendation: 1. Appoint One Applicant to the Cultural Commission, to Serve One Full Term Ending June 30, 2030; and
2. Establish an Eligibility List for Six Months should a Vacancy Occur.

Assistant City Clerk Pimentel provided a verbal report on the interview and appointment process.

Council conducted in-person and virtual interviews to appoint one Commissioner to the Cultural Commission to serve one full term ending June 30, 2030.

Public Comment: None

A motion was made by Mayor Gillmor, seconded by Councilmember Chahal, to (1) appoint Ana Vargas-Smith to the Cultural Commission to serve a full term ending June 30, 2030; and (2) establish eligibility list with Shawn Williams for an automatic appointment should a vacancy occur within the next six months.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

4. 26-670 Action to Conduct Applicant Interviews and Appoint One Applicant to the Board of Library Trustees to Serve One Full Term Ending June 30, 2030

Recommendation: Appoint One Applicant to the Board of Library Trustees to serve One Full Term Ending June 30, 2030.

Assistant City Clerk Pimentel provided a verbal report on the interview and appointment process.

Council conducted virtual interview to appoint one Trustee to the Board of Library Trustees to serve one full term ending June 30, 2030.

Public Comment: Edward Strine

A motion was made by Councilmember Chahal, seconded by Vice Mayor Gonzalez, to appoint Marilyn Edelstein to the Board of Library Trustees to serve a full term ending June 30, 2030.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Mayor Gillmor called for a recess at 7:30 PM and reconvened the meeting at 7:35 PM.

5. 26-673 Action to Conduct Applicant Interviews and Appoint Two Applicants to the Historical and Landmarks Commission to Serve Two Full Terms Ending June 30, 2030

Recommendation: Appoint Two Applicants to the Historical and Landmarks Commission to Serve Two Full Terms Each Ending June 30, 2030.

Assistant City Clerk Pimentel provided a verbal report on the interview and appointment process.

Council conducted in-person and virtual interviews to appoint two Commissioner to the Historical and Landmarks Commission to serve two full terms each ending June 30, 2030.

Public Comment: None

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) appoint Ruhina Surendran to the Historical and Landmarks Commission to serve a full term ending June 30, 2030; and (2) appoint Kumar Viswanathan to the Historical and Landmarks Commission to serve a full term ending June 30, 2030.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

6. 26-674 Action to Conduct Applicant Interviews and Appoint One Applicant to the Parks and Recreation Commission to Serve One Full Term Ending June 30, 2030

Recommendation:

1. Appoint one Applicant to the Parks and Recreation Commission to Serve One Full Term Ending June 30, 2030; and
2. Establish an Eligibility List for Six Months should a Vacancy Occur

Assistant City Clerk Pimentel provided a verbal report on the interview and appointment process.

Council conducted in-person and virtual interviews to appoint one Commissioner to the Parks and Recreation Commission to serve one full term ending June 30, 2030.

Public Comment: None.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal to (1) appoint Sukrit Ganesh to the Parks and Recreation Commission to serve a full term ending June 30, 2030; and (2) establish eligibility list with Tyrrell Nelson for an automatic appointment should a vacancy occur within the next six months.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

ADJOURNMENT

The meeting was adjourned at 8:36 PM.

The next regular scheduled meeting is on Tuesday, July 7, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

07/07/2026 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:04 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 26-742 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Unclassified Fire Management Employees - Unit #9B

1.B 26-750 Conference with Legal Counsel - Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation

Number of potential cases: 1

--Facts and circumstances: Builder's remedy dispute relating to the property located at 4220 Network Circle, in the City of Santa Clara, as described in attached Tolling Agreement

1.C 26-757 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
City of Fresno, et al. v. Turner, et al., United States District Court, Northern District of California Case No. 25-cv-07070-RS

1.D 26-758 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
City of Fresno, et al. v. Noem, et al., United States District Court, Northern District of California Case No. 5:26-cv-01535

Public Comment

None.

City Manger Grogan noted that Channel 15 broadcast is currently down and that staff is working to resolve it.

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:07 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:05 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 6 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Raj Chahal

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Hardy, to excuse Council/Boardmember Chahal from this meeting.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Chahal

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

CONSENT CALENDAR

Councilmember Jain pulled Item 2.H.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Hardy, to approve the balance of the Consent Calendar (except Item 2.H).

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Chahal

2.A 26-751 Action on the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and June 15, 2026 Special City Council Meeting Minutes.

Recommendation: Approve the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and June 15, 2026 Special City Council Meeting Minutes.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Hardy, to approve the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and June 15, 2026 Special City Council Meeting Minutes.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Chahal

2.B 26-13 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Parks & Recreation Commission - May 11, 2026
Cultural Commission - May 4, 2026

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to note and file the minutes of: Parks & Recreation Commission - May 11, 2026 and Cultural Commission - May 4, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

2.C 26-480 Resolution Authorizing an Ad Valorem Tax Levy to Finance the City's 2026 General Obligation Bonds Debt Service for Fiscal Year 2026/27 In the Amount of $22.70 per $100,000 (0.0227%) of Assessed Value in FY 2026/27

Recommendation: Adopt a Resolution Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2026/27 In the amount of $22.70 per $100,000 (0.0227%) of assessed value.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9583 Authorizing an Ad Valorem Tax Levy Based on a Debt Service Estimate to be Provided to Santa Clara County Respecting Unsold General Obligation Bonds for Fiscal Year 2026/27 In the amount of $22.70 per $100,000 (0.0227%) of assessed value.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

2.D 26-630 Action to Approve and Authorize the City Manager to Execute Amendments to Reinstate and Extend Terms of Agreements with Raftelis Financial Consultants, Inc. and Baker Tilly Advisory Group for Organizational Assessment Services and Increase the Maximum Compensation Amounts to $500,000 and $347,000, Respectively

Recommendation:

1. Approve and authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Raftelis Financial Consultants to reinstate the agreement, exercise the first of two one-year options to extend the term through October 31, 2026, increase the Consultant's standard hourly rates, and increase the maximum compensation by $250,000 for a revised maximum compensation amount of $500,000, subject to the appropriation of funds and review and approval as to form by the City Attorney;
2. Approve and authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Baker Tilly Advisory Group to reinstate the agreement, exercise the first of two one-year options to extend the term through December 31, 2026, and increase the maximum compensation by $97,000 for a revised maximum compensation amount of $347,000, subject to the appropriation of funds and review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including exercising options to extend, and to negotiate and execute future amendments to (a) add or delete services associated with the services, (b) adjust rates in accordance with the rate schedule provisions, and (c) make de minimis changes, provided that the maximum compensation amounts are not exceeded and subject to the appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) approve and authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Raftelis Financial Consultants to reinstate the agreement, exercise the first of two one-year options to extend the term through October 31, 2026, increase the Consultant's standard hourly rates, and increase the maximum compensation by $250,000 for a revised maximum compensation amount of $500,000, subject to the appropriation of funds and review and approval as to form by the City Attorney; (2) approve and authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Baker Tilly Advisory Group to reinstate the agreement, exercise the first of two one-year options to extend the term through December 31, 2026, and increase the maximum compensation by $97,000 for a revised maximum compensation amount of $347,000, subject to the

appropriation of funds and review and approval as to form by the City Attorney; and (3) authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including exercising options to extend, and to negotiate and execute future amendments to (a) add or delete services associated with the services, (b) adjust rates in accordance with the rate schedule provisions, and (c) make de minimis changes, provided that the maximum compensation amounts are not exceeded and subject to the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

2.E 26-725 Action to Authorize the City Manager to Execute Amendments to Agreements with Moveable, Inc. and TRAFFIK, LLC for Event Planning and Production Services, to Increase the Not-to-Exceed Compensation for Moveable, Inc. by $200,000 for a Total Not-to-Exceed Compensation of $550,000 and Increase the Not-to-Exceed Compensation for TRAFFIK, LLC by $100,000 for a Total Not-to-Exceed Compensation of $350,000

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 2 with Moveable Inc. to increase the maximum compensation by $200,000 for event production services, for a revised not-to-exceed maximum compensation amount of $550,000, subject to appropriation of funds;
2. Authorize the City Manager or designee to execute Amendment No. 1 with TRAFFIK, LLC to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds; and
3. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable, Inc. Walk Talkin International LLC, and TRAFFIK, LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) authorize the City Manager or designee to execute Amendment No. 2 with Moveable Inc. to increase the maximum compensation by $200,000 for event production services, for a revised not-to-exceed maximum compensation amount of $550,000, subject to appropriation of funds; (2) authorize the City Manager or designee to execute Amendment No. 1 with TRAFFIK, LLC to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds; and (3) authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable, Inc. Walk Talkin International LLC, and TRAFFIK, LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to

the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

2.F 26-414 Action on Award of Public Works Contract for the Bowers Park Parking Lot Rehabilitation Project to O'Grady Paving, Inc. and Approval of Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Bowers Park Parking Lot Rehabilitation Project to the lowest responsive and responsible bidder, O'Grady Paving, Inc., in the amount of $1,641,081 and authorize the City Manager to execute any and all documents associated with and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney;
3. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or $246,163, for a total not-to-exceed amount of $1,887,244; and
4. Approve the following FY 2026/27 budget amendments:
   a. In the Electric Operating Grant Trust Fund, establish a transfer to the Storm Drain Capital Fund in the amount of $550,900 and reduce the Greenhouse Gas ending fund balance by $550,900 **(five affirmative Council votes required for the use of unused balances);**
   b. In the Parks and Recreation Capital Fund, establish a transfer to the Storm Drain Capital Fund in the amount of $1,169,100 and reduce the Mitigation Fee Act ending fund balance by $1,169,100 **(five affirmative Council votes required for the use of unused balances);** and
   c. In the Storm Drain Capital Fund, recognize transfers from the Electric Operating Grant Trust Fund in the amount of $550,900 and from the Parks and Recreation Capital Fund in the amount of $1,169,100, and increase the Bowers Park Parking Lot Rehabilitation project appropriation by $1,720,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the Bowers Park Parking Lot Rehabilitation Project to the lowest responsive and responsible bidder, O'Grady Paving, Inc., in the amount of $1,641,081 and authorize the City Manager to execute any and all documents associated with and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney; (3) authorize the City Manager to execute change orders

up to approximately 15 percent of the original contract price, or $246,163, for a total not-to-exceed amount of $1,887,244; and (4) approve the following Fiscal Year 2026/27 budget amendments: (a) in the Electric Operating Grant Trust Fund, establish a transfer to the Storm Drain Capital Fund in the amount of $550,900 and reduce the Greenhouse Gas ending fund balance by $550,900; (b) in the Parks and Recreation Capital Fund, establish a transfer to the Storm Drain Capital Fund in the amount of $1,169,100 and reduce the Mitigation Fee Act ending fund balance by $1,169,100; and (c) in the Storm Drain Capital Fund, recognize transfers from the Electric Operating Grant Trust Fund in the amount of $550,900 and from the Parks and Recreation Capital Fund in the amount of $1,169,100, and increase the Bowers Park Parking Lot Rehabilitation project appropriation by $1,720,000.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

2.G 26-700 Action to Adopt a Resolution Amending the FY 2026/27 Municipal Fee Schedule to Adjust Rounding under the Community Development Department's Building Division and to Amend Fees under the Electric Utility Department

Recommendation: Adopt a Resolution Amending the FY 2026/27 Municipal Fee Schedule to Adjust Rounding under the Community Development Department's Building Division and to Amend Fees under the Electric Utility Department Effective Immediately

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9584 Amending the Fiscal Year 2026/27 Municipal Fee Schedule to Adjust Rounding under the Community Development Department's Building Division and to Amend Fees under the Electric Utility Department Effective Immediately.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

3. 26-702 Action on Stadium Authority Bills and Claims for the Month of May 2026

Recommendation: Approve the list of Stadium Authority Bills and Claims for May 2026.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Hardy, to approve the list of Stadium Authority Bills and Claims for May 2026.

Aye: 6 - Vice Chair Gonzalez, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Cox, and Chair Gillmor

Absent: 1 - Boardmember Chahal

PUBLIC PRESENTATIONS

Jay Ess (time given by Kara, Linda, Hansel Aguilar) voiced concerns regarding automatic license plate readers.

Brian Darby spoke regarding the 250th anniversary of the United States Declaration of Independence.

Howard Gibbons spoke regarding his experience with FIFA World Cup as a vendor.

Kirk Vartan spoke regarding the Agrihood project and asked **City Manager Grogan** for an update on the project.

Edward Strine spoke regarding downtown.

Anthony Becker made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session and hiring an independent elections ethics consultant.

Saiprakash spoke regarding residential parking issues on Calle Del Mundo.

Public Speaker spoke regarding safety issues at Agrihood.

Public Speaker spoke regarding residential parking issues on Calle Del Mundo.

James Rowen spoke regarding perjury.

Councilmember Park provided some remarks on Agrihood.

CONSENT ITEMS PULLED FOR DISCUSSION

2.H 26-740 Action to Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions including the Updated Salaries of the Mayor and Council Members and the City Clerk

Recommendation: Adopt a Resolution to approve the revised Unclassified/Elected Salary Plan for the positions of Mayor, City Council Member, and City Clerk which reflects the salary increase granted by the Salary Setting Commission, to satisfy the requirements of California Code of Regulations Section 570.5, effective July 1, 2026.

Councilmember Jain pulled this item for questions and discussion.

A motion was made by Councilmember Jain to adopt a resolution to approve the revised Unclassified/Elected Salary Plan for the positions of Mayor, City Council Member, and City Clerk which reflects the salary increase granted by the Salary Setting Commission, but limit the salary increase for Mayor and City Council Member to 2%.

The motion failed due to lack of second.

Council discussion followed.

City Attorney Googins and **Acting Director of Human Resources Mercado** addressed **Council** questions.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Cox, to adopt Resolution No. 26-9585 to approve the revised Unclassified/Elected Salary Plan for the positions of Mayor, City Council Member, and City Clerk which reflects the salary increase granted by the Salary Setting Commission, to satisfy the requirements of California Code of Regulations Section 570.5, effective July 1, 2026.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Jain

Absent: 1 - Councilmember Chahal

Abstained: 1 - Councilmember Park

PUBLIC HEARING/GENERAL BUSINESS

4. 26-352 Adoption of Resolution Approving the Execution, Delivery and Performance of a Revolving Credit Agreement with TD Public Finance, LLC for Capital Costs for the Electric System in the Amount Not-to-Exceed $350,000,000 and Authorizing the Execution, Delivery and Performance of Related Documents and Certain Other Actions in connection with this Financing

Recommendation:

1. That the City Council by Resolution authorize and approving the execution, delivery and performance of Revolving Credit Agreement with TD Public Finance, LLC in an amount not to exceed $350,000,000 to provide interim financing for capital costs of the Electric Utility consistent with the Capital Improvement Plan, approving the execution of financing documents and authorizing certain other related actions consistent with the financing; and
2. Authorize the City Manager, Director of Finance, Director of Silicon Valley Power, City Attorney, and Assistant City Clerk to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and to make any changes necessary to complete the financing transaction.

City Manager Grogan made some opening remarks and introduced **Acting Assistant City Manager/Director of Finance Lee** and **Chief Electric Utility Officer Procos** who provided a Powerpoint presentation on the adoption of resolution approving the execution, delivery and performance of a revolving credit agreement with TD Public Finance, LLC for capital costs for the Electric System in the amount not to exceed $350,000,000 and authorizing the execution, delivery and performance of related documents and certain other actions in connection with this financing.

Council questions and comments followed.

Acting Assistant City Manager/Director of Finance Lee, **Chief Electric Utility Officer Procos**, and **Mike Berwanger (Managing Director, PFM)** addressed **Council** questions.

Public Comment: Brian Darby
Edward Strine

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to extend the discussion.

The motion failed.

Aye: 3 - Councilmember Hardy, Councilmember Park, and Councilmember Jain

Nay: 3 - Vice Mayor Gonzalez, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to (1) adopt Resolution No. 26-9586 authorizing and approving the execution, delivery and performance of Revolving Credit Agreement with TD Public Finance, LLC in an amount not to exceed $350,000,000 to provide interim financing for capital costs of the Electric Utility consistent with the Capital Improvement Plan, approving the execution of financing documents and authorizing certain other related actions consistent with the financing; and (2) authorize the City Manager, Director of Finance, Director of Silicon Valley Power, City Attorney, and Assistant City Clerk to execute all required agreements necessary to consummate any of the transactions contemplated by the agreements and documents approved under the Resolution and to make any changes necessary to complete the financing transaction.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Chahal

5. 26-507 Public Hearing: Action to Waive First Reading and, Introduce an Ordinance Granting a Non-Exclusive Franchise to LS Power Grid California, LLC for the Power the South Bay and Power the Valley Connector Projects, and Adopt a Resolution Related to the Power the South Bay Project Environmental Impact Report.

Recommendation:

1. Adopt a resolution (1) adopting the Power the South Bay Project Environmental Impact Report, prepared by the California Public Utilities Commission (A.24-05-014; SCH NO. 2024071095); (2) making certain findings as the responsible agency for purposes of and pursuant to the provisions of the California Environmental Quality Act of 1970; and (3) adopting a related Mitigation Monitoring and Reporting Program and Construction Impact Mitigation Plan, in connection with the approval of discretionary actions by the city necessary for the construction and operation of the Power the South Bay Project; and
2. Hold a public hearing, waive first reading, and approve introduction of an ordinance granting a non-exclusive franchise to LS Power Grid California, LLC on terms and conditions set forth in the ordinance for the Power the South Bay and Power the Valley Connector Projects for the purpose of transmitting electric service in the City's public rights-of-way.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Public Works Mobeck** who provided a Powerpoint presentation on the action to waive first reading and introduce an ordinance granting a non-exclusive franchise to LS Power Grid California , LLC for the Power the South Bay and Power the Valley Connector Projects.

Council questions and comments followed.

Chief Electric Utility Officer Procos, **Lucy Marton (Senior Project Manager, LS Power)**, and **Director of Public Works Mobeck** addressed **Council** questions.

Public Comment: Edward Strine

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to close the Public Hearing.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

Council discussion followed.

Director of Public Works Mobeck, Lucy Marton (Senior Project Manager, LS Power), City Manager Grogan addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) adopt Resolution No. 26-9587 (a) adopting the Power the South Bay Project Environmental Impact Report, prepared by the California Public Utilities Commission (A.24-05-014; SCH NO. 2024071095); (b) making certain findings as the responsible agency for purposes of and pursuant to the provisions of the California Environmental Quality Act of 1970; and (c) adopting a related Mitigation Monitoring and Reporting Program and Construction Impact Mitigation Plan, in connection with the approval of discretionary actions by the city necessary for the construction and operation of the Power the South Bay Project; and (2) hold a public hearing, waive first reading, and approve introduction of an ordinance granting a non-exclusive franchise to LS Power Grid California, LLC on terms and conditions set forth in the ordinance for the Power the South Bay and Power the Valley Connector Projects for the purpose of transmitting electric service in the City's public rights-of-way.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

6. 26-722 Ongoing Consideration and Possible Action on the Charter Review Committee's Recommendation for Placement of a Comprehensive Charter Update Measure on the November 2026 Ballot, Including Consideration of a Possible Stand-Alone Measure that Would Update the City's Public Works Procurement Rules

Recommendation: Hear the presentation, pose questions, deliberate and provide direction to staff on desired next steps to prepare for City Council final action on the CRC's proposed Charter Project update at the City Council's July 14th meeting.

City Attorney Googins provided a Powerpoint presentation on the Charter Project with **Silicon Valley Power Chief Operating Officer Karwick** and **Director of Public Works Mobeck**.

Council questions and comments followed.

Public Comment: Brian Darby
David Kertes
Kathy Watanabe
Anthony Becker

City Attorney Googins, **Director of Public Works Mobeck,** and **City Manager Grogan** addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Cox, seconded by Councilmember Hardy, to extend this meeting to no longer than 12:30 AM to deal with direction sought.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

Council discussion followed.

City Attorney Googins, **Assistant City Clerk Pimentel**, and **City Manager Grogan** addressed **Council** questions.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to direct staff to develop and prepare materials and return to the July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting to take action on Level 1 and 2 recommendations for ballot measure placement for the November 3, 2026 election, including deletion of requirement for publication for disposition of City real estate, the latest proposed updates as presented in Slides 9 and 10 of staff's presentation (except the Revenue Bond proposal which will be discussed but not yet included), and the proposed Option A Public Works update as a potential stand alone measure.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Jain, and Councilmember Cox

Nay: 2 - Councilmember Park, and Mayor Gillmor

Absent: 1 - Councilmember Chahal

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned on July 8, 2026 at 12:27 AM.

The next regular scheduled meeting is on Tuesday, July 14, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

07/14/2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:36 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 26-767 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Santa Clara Firefighters, International Association of Firefighters, Local 1171 (Unit #1)
Police Officers Association (Unit #2)
City of Santa Clara Employees Association (Unit 578)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)

1.B 26-715 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Windsor, et al. vs. City of Santa Clara, et al,
Santa Clara Superior Court, Case no. 24CV449205

Public Comment

None.

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:39 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:04 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Mayor Gillmor moved Item 5 to the end of the agenda.

City Attorney Googins requested that Item 11 be continued to the August 18, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to open the public hearing on Item 11 and then continue it to the August 18, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to move Item 7 up on the agenda to be heard after Public Presentations.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

CONSENT CALENDAR

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Chahal, to approve the Consent Calendar.

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

3.A 26-662 Action on City Bills and Claims Report for the period May 9, 2026 - June 5, 2026

Recommendation: Approve the list of Bills and Claims for May 9, 2026 - June 5, 2026.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to approve the list of Bills and Claims for May 9, 2026 - June 5, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.B 26-726 Action on Monthly Financial Status and Investment Reports for May 2026

Recommendation: Note and file the Monthly Financial Status Report and Monthly Investment Report for May 2026 as presented.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to note and file the Monthly Financial Status Report and Monthly Investment Report for May 2026 as presented.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.C 26-679 Action to Authorize the City Manager to Increase the Purchase Order Authorization with 3M Company for 715 Aluminum Conductor Composite Reinforced Conductors and Accessories for an Aggregate Maximum Compensation Amount of $5,000,000

Recommendation:

1. Authorize the City Manager or designee to issue Purchase Orders to 3M Company, for an additional $2,500,000 for a revised maximum aggregate amount not to exceed $5,000,000 for 715 Aluminum Conductor Composite Reinforced (ACCR) conductors and related accessories with no set procurement term limitation, subject to a valid sole source determination, appropriation of funds and review, and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any action as necessary to implement and administer the Purchase Orders, subject to the above maximum compensation and review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to issue Purchase Orders to 3M Company, for an additional $2,500,000 for a revised maximum aggregate amount not to exceed $5,000,000 for 715 Aluminum Conductor Composite Reinforced (ACCR) conductors and related accessories with no set procurement term limitation, subject to a valid sole source determination, appropriation of funds and review, and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any action as necessary to implement and administer the Purchase Orders, subject to the above maximum compensation and review and approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.D 26-375 Action to Approve and Authorize the City Manager to Execute a Total of Three Master Services Agreements, one with Westwood Professional Services, one with RRM Design Group, and one with Royston Hanamoto Alley & Abey for Design Professional Services for Parks Rehabilitation and Improvements, with a Total Compensation Not-to-Exceed $2,300,000 for each Agreement, with an Aggregate Compensation Not-to-Exceed $6,900,000 Across all Three Agreements

Recommendation:

1. Approve and authorize the City Manager or designee to execute Master Services Agreements with Westwood Professional Services, Inc., RRM Design Group, and Royston Hanamoto Alley & Abey (Master Services Agreements) to provide professional design services starting on or about July 14, 2026 and ending on December 31, 2032, with a maximum compensation not-to-exceed $2,300,000 per agreement, for a total aggregate compensation not to exceed $6,900,000 across all three agreements, subject to the appropriation of funds and approval as to form by the City Attorney;
2. Authorize the City Manager to take any actions necessary to implement the Master Services Agreements, and negotiate and execute future amendment(s) to (i) add or delete services associated with the services, (ii) extend the term, as needed, to complete work authorized during the original term, (iii) implement rate adjustments on the terms provided in Exhibit B, and (iv) make de minimis changes, provided that the total aggregate compensation is not exceeded, subject to the appropriation of funds and approval as to form by the City Attorney.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) approve and authorize the City Manager or designee to execute Master Services Agreements with Westwood Professional Services, Inc., RRM Design Group, and Royston Hanamoto Alley & Abey (Master Services Agreements) to provide professional design services starting on or about July 14, 2026 and ending on December 31, 2032, with a maximum compensation not-to-exceed $2,300,000 per agreement, for a total aggregate compensation not to exceed $6,900,000 across all three agreements, subject to the appropriation of funds and approval as to form by the City Attorney; (2) authorize the City Manager to take any actions necessary to implement the Master Services Agreements, and negotiate and execute future amendment(s) to (i) add or delete services associated with the services, (ii) extend the term, as needed, to complete work authorized during the original term, (iii) implement rate adjustments on the terms provided in Exhibit B, and (iv) make de minimis changes, provided that the total aggregate compensation is not exceeded, subject to the appropriation of funds and approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.E 26-677 City Council and Authorities Action Delegating Authority: to the City Manager for the City; the Executive Director for the Santa Clara Stadium Authority; the Contract Administrator for the Sports and Open Space Authority; and the Executive Director for the Housing Authority during the City Council recess period from July 15, 2026, through August 17, 2026

Recommendation: That the City Council/Stadium Authority Board/Sports and Open Space Authority/Housing Authority adopt a Joint Resolution to:

1. Delegate authority to the City Manager, or their designee, in their capacity as for the City Manager for the City, Executive Director for the Santa Clara Stadium Authority, Contract Administrator for the Sports and Open Space Authority, and the Executive Director for the Housing Authority to take actions otherwise subject to Council/Board approval where inaction would result in project delays, interruption of services and operations, adverse fiscal impact or in the event of an emergency, during the period from July 15, 2026, through August 17, 2026, with any such action being subject to review and approval by the City Attorney for compliance with the terms of such delegation, and as to form for any related contracts; and
2. Require the City Manager to submit a report on actions taken during the Council recess at a City Council/Concurrent Authorities Meeting in August 2026.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Chahal, to adopt joint Resolution No. 26-9588 to (1) delegate authority to the City Manager, or their designee, in their capacity as for the City Manager for the City, Executive Director for the Santa Clara Stadium Authority, Contract Administrator for the Sports and Open Space Authority, and the Executive Director for the Housing Authority to take actions otherwise subject to Council/Board approval where inaction would result in project delays, interruption of services and operations, adverse fiscal impact or in the event of an emergency, during the period from July 15, 2026, through August 17, 2026, with any such action being subject to review and approval by the City Attorney for compliance with the terms of such delegation, and as to form for any related contracts; and (2) require the City Manager to submit a report on actions taken during the Council recess at a City Council/Concurrent Authorities Meeting in August 2026.

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/ Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

3.F 26-678 Action to Authorize the Use of City Electric Forces for Public Works at 840 Parker Street, 2291 De La Cruz Boulevard, 3025 Raymond Street, and 2625 Patricia Drive, With an Estimated Cost of $151,043

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 840 Parker Street, 2291 De La Cruz Boulevard, 3025 Raymond Street, and 2625 Patricia Drive, with an estimated cost of $151,043, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 840 Parker Street, 2291 De La Cruz Boulevard, 3025 Raymond Street, and 2625 Patricia Drive, with an estimated cost of $151,043, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.G 26-766 Adopt a Resolution Accepting the California Highway Patrol Cannabis Tax Fund Grant Program Grant and Authorizing the City Manager to Execute Grant-Related Documents, and Approve the Related Budget Amendment

Recommendation:

1. Adopt the Resolution accepting the California Highway Patrol Cannabis Tax Fund Grant Program grant to be utilized to fund a variety of identified objectives to curb substance-related challenges in our community, and authorizing the City Manager to execute all grant-related documents in final forms approved by the City Attorney's Office; and
2. Approve the FY 2026/27 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of $216,973 and establish a Cannabis Tax Fund Grant Program 2026/27 appropriation in the amount of $216,973 **(five affirmative Council votes required to appropriate additional revenue).**

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) adopt Resolution No. 26-9589 accepting the California Highway Patrol Cannabis Tax Fund Grant Program grant to be utilized to fund a variety of identified objectives to curb substance-related challenges in our community, and authorizing the City Manager to execute all grant-related documents in final forms approved by the City Attorney's Office; and (2) approve the Fiscal Year 2026/27 budget amendment in the Police Operating Grant Trust Fund to recognize grant funding in the amount of $216,973 and establish a Cannabis Tax Fund Grant Program 2026/27 appropriation in the amount of $216,973.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.H 26-781 Action to Waive Second Reading and Adopt Ordinance No. 2087 granting a non-exclusive franchise to LS Power Grid California, LLC on terms and conditions set forth in the ordinance for the Power the South Bay and Power the Valley Connector Projects for the purpose of transmitting electric service in the City's public rights-of-way

Recommendation: Waive Second Reading and Adopt Ordinance No. 2087 granting a non-exclusive franchise to LS Power Grid California, LLC on terms and conditions set forth in the ordinance for the Power the South Bay and Power the Valley Connector Projects for the purpose of transmitting electric service in the City's public rights-of-way.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to waive Second Reading and adopt Ordinance No. 2087 granting a non-exclusive franchise to LS Power Grid California, LLC on terms and conditions set forth in the ordinance for the Power the South Bay and Power the Valley Connector Projects for the purpose of transmitting electric service in the City's public rights-of-way.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.I 26-787 Approval of the Appointment of the Mayor's Citywide Representative to the Community Advisory Committee Supporting the Evaluation of Future City Hall Facility Options

Recommendation: Approve the appointment of Mark Kelsey as the Mayor's Citywide Representative to the Community Advisory Committee supporting the evaluation of future City Hall facility options.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to approve the appointment of Mark Kelsey as the Mayor's Citywide Representative to serve on the Community Advisory Committee supporting the evaluation of future City Hall facility options.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. 26-685 Action to Authorize the City Manager and Stadium Authority Executive Director to Extend the Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administrative Services through March 1, 2027 and Increase Compensation by $65,000 for a Revised Maximum Compensation of $635,000

Recommendation:

1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administration Services to extending the term through March 1, 2027 and increase compensation to a revised maximum of Six Hundred Thirty-Five Thousand Dollars ($635,000) subject to budget appropriations;
2. Authorize the Stadium Authority Executive Director to execute Amendment No. 3 to the Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administration Services to extending the term through March 1, 2027 and increase compensation to a revised maximum of Six Hundred Thirty-Five Thousand Dollars ($635,000) subject to budget appropriations; and
3. Authorize the City Manager and Stadium Authority Executive Director or designees to take all actions as necessary to implement and administer the agreement, including negotiating and executing future amendments to (a) add or delete related line item services, and (b) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to review and approval as to form by the City Attorney/Agency Counsel.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Chahal, to (1) authorize the City Manager to execute Amendment No. 3 to the Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administration Services to extending the term through March 1, 2027 and increase compensation to a revised maximum of Six Hundred Thirty-Five Thousand Dollars ($635,000) subject to budget appropriations; (2) authorize the Stadium Authority Executive Director to execute Amendment No. 3 to the Agreement with Carl Warren & Company for General Liability Claims Adjusting and Administration Services to extending the term through March 1, 2027 and increase compensation to a revised maximum of Six Hundred Thirty-Five Thousand Dollars ($635,000) subject to budget appropriations; and (3) authorize the City Manager and Stadium Authority Executive Director or designees to take all actions as necessary to implement and administer the agreement, including negotiating and executing future amendments to (a) add or delete related line item services, and (b) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to

review and approval as to form by the City Attorney/Stadium Authority Counsel.

Aye: 7 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

PUBLIC PRESENTATIONS

Kathy Watanabe expressed appreciation for the Economic Development & Marketing Committee.

Brian Darby spoke regarding peace.

Howard Gibbons spoke regarding the Economic Development & Marketing Committee and his experience with FIFA World Cup as a vendor.

Vitaly Kleiman asked questions regarding the City of Santa Clara.

Anthony Becker spoke regarding made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session and hiring an independent elections ethics consultant.

Lee spoke regarding Councilmember Jain's comments on former Councilmember Debi Davis.

Linda Zazzara spoke regarding Councilmember Jain's comments on former Councilmember Debi Davis.

James Rowen spoke regarding Anthony Becker's Council Policy 030 request.

Judy spoke regarding free speech.

Edward Strine spoke regarding genocide.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to agendize a public report out on the status of the FIFA investigation at a later meeting date uncertain.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Vice Mayor Gonzalez

A motion was made by Councilmember Park, seconded by Councilmember Jain, to agendize a discussion to bring on an ethics advisor including City sponsored candidate forum events at a later meeting date uncertain.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

PUBLIC HEARING/GENERAL BUSINESS

7. 26-1574 Action on the Agreement for the Funding and Operation of the Santa Clara Family Community Interim Housing Project Between the City and County for the City to Provide Limited Funding for the Operation of a 30-unit Homekey Interim Housing Development on Santa Clara County-Owned Land Located at the Southeast Corner of Lawrence Expressway and Benton Street

Recommendation: Approve and authorize the City Manager or designee to execute the Agreement for the Funding and Operation of the Santa Clara Family Community with the County of Santa Clara committing up to $6,592,139 in PLHA and local funds for operation support of the proposed Homekey family interim housing project located at Benton Street and Lawrence Expressway, on the terms and in substantially the form presented, subject to the final approval as to form by the City Attorney.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** who provided a Powerpoint presentation on the Homekey Interim Housing Development. She was joined by **Hilary Armstrong (Deputy Director, County of Santa Clara Office of Supportive Housing), City Librarian Wong, Elmer Martínez Saballos (Director of Community Engagement and Public Affairs, LifeMoves), Paul Simpson (Chief Financial Officer, LiveMoves),** and **Housing Manager Marcus**.

Council questions and comments followed.

Public Comment: Elysa Gurman
Brenda G
Jarrod Cameron
Kathy Watanabe
Susan Ellenberg
Emily Ann Rames
Wes Mukoyama
Gabriel Lomas
Brian Darby
Linda
Diane Harrison
Ali Sapirman-Lobbyist
Gia Pham
Edward Strine
Pilar Furlong

Director of Community Development Hamid, **Police Lieutenant Crescini**, **Elmer Martínez Saballos (Director of Community Engagement and Public Affairs, LifeMoves),** and **City Attorney**

Googins addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to overrule the chair on meeting procedure.

The motion failed.

Aye: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Director of Community Development Hamid, Paul Simpson (Chief Financial Officer, LiveMoves), City Attorney Googins, Assistant City Attorney Beyers, City Manager Grogan, Hilary Armstrong (Deputy Director, County of Santa Clara Office of Supportive Housing), City Librarian Wong, Elmer Martínez Saballos (Director of Community Engagement and Public Affairs, LifeMoves), and **Housing Manager Marcus** addressed **Council** questions.

Council discussion followed.

City Manager Grogan, **KJ Kaminski (Director, County of Santa Clara Office of Supportive Housing), Anat Leonard-Wookey (Vice President of Programs and Services, LifeMoves)**

A motion was made by Councilmember Cox, seconded by Vice Mayor Gonzalez, to approve and authorize the City Manager or designee to execute the Agreement for the Funding and Operation of the Santa Clara Family Community with the County of Santa Clara committing up to $6,592,139 in PLHA and local funds for operation support of the proposed Homekey family interim housing project located at Benton Street and Lawrence Expressway, on the terms and in substantially the form presented, with amendment to Section 2 Exhibit E which will read to reflect "the project shall serve 36 families through 90 bedrooms", subject to the final approval as to form by the City Attorney.

A substitute motion was made by Councilmember Park to approve and authorize the City Manager or designee to execute the Agreement for the Funding and Operation of the Santa Clara Family Community with the County of Santa Clara committing up to $6,592,139 in PLHA and local funds for operation support of the proposed Homekey family interim housing project located at Benton Street and Lawrence Expressway, on the terms and in substantially the form presented, with amendment to Section 2 Exhibit E which will read to reflect "the project shall serve 36 families through 90 bedrooms", subject to the final approval as to form by the City Attorney, with the addition of a records retention schedule for 30 years and form a community oversight committee.

The substitute motion failed due to lack of a second.

A motion was made by Councilmember Cox, seconded by Vice Mayor Gonzalez, to approve and authorize the City Manager or

designee to execute the Agreement for the Funding and Operation of the Santa Clara Family Community with the County of Santa Clara committing up to $6,592,139 in PLHA and local funds for operation support of the proposed Homekey family interim housing project located at Benton Street and Lawrence Expressway, on the terms and in substantially the form presented, with amendment to Section 2 Exhibit E which will read to reflect "the project shall serve 36 families through 90 bedrooms", subject to the final approval as to form by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Mayor Gillmor called for a recess at 10:42 PM and reconvened the meeting at 10:51 PM.

6. 26-784 Action on a Resolution (1) Calling and Giving Notice of a Special Municipal Election to be Held on November 3, 2026 in Conjunction with the City's General Municipal Election for a Vote on Two Ballot Measures that, if Passed, Would Amend the City Charter as Follows: (a) Implement a Comprehensive Update of the City Charter; and (b) Update the City's Public Works Procurement; (2) Requesting the Consolidation of Such Election with the Statewide General Election to be Held in Santa Clara County on November 3, 2026; (3) Directing the Office of the City Attorney to Prepare the Impartial Analyses for the Two Measures; and (4) Setting the Priorities and Schedule for Ballot Arguments; and Authorizing Other Necessary and Appropriate Actions

Recommendation: Adopt the Resolution in substantially the form presented and authorize staff to take such additional measures as are necessary and appropriate to finalize the Resolution place the proposed ballot measures on the November 3, 2026 General Election ballot.

City Manager Grogan made some opening remarks and introduced **City Attorney Googins** who provided a Powerpoint presentation on the Charter Project. He was joined by **Charter Review Committee Members Crutchlow, Roberts, Peters, and Boeckman**.

Council questions and comments followed.

Public Comment: Yvonne Inciarte
Steve Kelly
Brian Darby
Edward Strine

City Attorney Googins addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to extend this meeting to 1:00 AM.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

Council discussion followed.

City Attorney Googins, **Charter Review Committee Member Crutchlow**, and **City Manager Grogan** addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to put the comprehensive charter review measure on the ballot, approve the ballot question language with links to the various versions on a website, Councilmembers Hardy and Chahal and a Charter Review Committee Member to draft and sign the ballot argument, and add other utilities to the revenue bond.

Councilmember Jain withdrew his motion.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to extend this meeting to 1:30 AM.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to adopt Resolution No. 26-9590 (1) calling and giving notice of a Special Municipal Election to be held on November 3, 2026 to place the Update of the City's Public Works Procurement on the ballot; (2) requesting the consolidation of such election with the Statewide General Election to be held in Santa Clara County on November 3, 2026; (3) directing the Office of the City Attorney to prepare the Impartial Analyses for the Measures and (4) setting the priorities and schedule for ballot arguments; (5) authorizing other necessary and appropriate actions including revising ballot question as suggested with a $250,000 threshold and include full text; and (5) designate Councilmembers Hardy and Jain with the ability to designate up to 3 more members to draft the argument.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

8. 26-318 Public Hearing: Adoption of a Resolution Confirming the Weed Abatement Report and Ordering the Cost of Abatement to be a Special Assessment on the Respective Properties Described Therein

Recommendation: Conduct the public hearing, consider all written and oral testimony presented, and adopt a Resolution confirming the 2026 Weed Abatement Program Assessment Report and Assessment List (Attachment 3) pursuant to SCCC 8.15.090 and directing the imposition of special assessments on the properties and in the amounts listed.

Mayor Gillmor opened the Public Hearing.

Fire Marshall Tomlin provided a Powerpoint presentation on the Weed Abatement program.

Public Comment: Chris Stampolis

Council questions followed.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Vice Mayor Gonzalez

Garik Losilevsky (Weed Abatement Program Manager, County of Santa Clara) and **Fire Marshall Tomlin** addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to conduct the public hearing, consider all written and oral testimony presented, and adopt Resolution No. 26-9591 confirming the 2026 Weed Abatement Program Assessment Report and Assessment List pursuant to SCCC 8.15.090 and directing the imposition of special assessments on the properties and in the amounts listed.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Chahal

9. 26-774 Authorize the City Manager to execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Fire Management (Unit 9B), Approve a Corresponding Update to the Unclassified Salary Plan and Approve the Related Budget Amendments

Recommendation:

1. Authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and any related Side Letter Agreements Between the City of Santa Clara and the Unclassified Fire Management (Unit 9B) on the terms presented, as reflected in the Tentative Agreement, including a one-time non-pensionable discretionary cash payment to the classification of Fire Chief (Job Code 117) totaling $10,000 ($4,000 to the classification of Fire Chief in lieu of a salary adjustment, and $6,000 to all Unit 9B employees) and remaining status quo on an annual base salary of $417,463.92 for the Fire Chief;
2. Adopt a Resolution Updating the Salary Plan for various Unit 9B unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5; and
3. Approve the following FY 2026/27 budget amendments:
   a. In the General Fund, increase the Fire Department budget in the amount of $364,000, and decrease the unrestricted ending fund balance in the amount of $364,000;
   b. In the Fire CUPA Fund, increase the Fire Department budget in the amount of $32,000, and decrease the unrestricted ending fund balance in the amount of $32,000; and
   c. In the Fire Development Services Fund, increase the Fire Department budget in the amount of $26,000, and decrease the unrestricted ending fund balance in the amount of $26,000.

Items 3a - 3c, five affirmative Council votes required for the use of unused balances.

Acting Director of Human Resources Mercado provided a verbal report on the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Fire Management (Unit 9B).

Council questions and comments followed.

Acting Director of Human Resources Mercado addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and any related Side Letter Agreements Between the City of Santa Clara and the Unclassified Fire Management (Unit 9B) on the terms presented, as reflected in the Tentative Agreement, including a one-time

non-pensionable discretionary cash payment to the classification of Fire Chief (Job Code 117) totaling $10,000 ($4,000 to the classification of Fire Chief in lieu of a salary adjustment, and $6,000 to all Unit 9B employees) and remaining status quo on an annual base salary of $417,463.92 for the Fire Chief; (2) adopt Resolution No. 26-9592 Updating the Salary Plan for various Unit 9B unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5; and (3) approve the following Fiscal Year 2026/27 budget amendments: (a) in the General Fund, increase the Fire Department budget in the amount of $364,000, and decrease the unrestricted ending fund balance in the amount of $364,000; (b) in the Fire CUPA Fund, increase the Fire Department budget in the amount of $32,000, and decrease the unrestricted ending fund balance in the amount of $32,000; and (c) in the Fire Development Services Fund, increase the Fire Department budget in the amount of $26,000, and decrease the unrestricted ending fund balance in the amount of $26,000.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

10. 26-720 Public Hearing: Rezoning To Remove The Historic Combining District From 1341 Homestead Road (906 Monroe Street To Remain In Historic Combining District) In Connection With A Tentative Parcel Map Application To Subdivide The Property Into Two Parcels, Each Containing One Of The Existing Residences. CEQA Status: Determination of Consistency with the Downtown Precise Plan Final EIR. Continued from the June 23, 2026, City Council Meeting

Recommendation:

1. Determine the project to be consistent with the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) that the City Council adopted for the Downtown Precise Plan on December 5, 2023, in accordance with the California Environmental Quality Act (CEQA);
2. Adopt a Resolution to approve a Rezoning to remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to remain in Historic Combining District), subject to conditions of approval; and
3. Adopt a Resolution to approve a Tentative Parcel Map (PLN25-00304) to subdivide the 906 Monroe Street property into two parcels addressed as 1341 Homestead Road and 906 Monroe Street, making the required findings and subject to conditions of approval.

Mayor Gillmor recused herself from this item as her office is near the subject property and left the meeting at 1:25 AM.

Vice Mayor Gonzalez presided over the meeting.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to extend this meeting to 1:45 a.m.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Absent: 1 - Mayor Gillmor

Vice Mayor Gonzalez opened the Public Hearing.

Assistant Director of Community Development Rajagopalan provided a Powerpoint presentation on the rezone and subdivision at 1340 Homestead road and 906 Monroe Street.

Council questions and comments followed.

Assistant Director of Community Development Rajagopalan addressed **Council** questions.

The **Applicant** provided a verbal presentation.

Public Comment: Myron Von Raesfeld

Council discussion followed.

Assistant Director of Community Development Rajagopalan addressed **Council** questions.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Recused: 1 - Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) determine the project to be consistent with the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) that the City Council adopted for the Downtown Precise Plan on December 5, 2023, in accordance with the California Environmental Quality Act (CEQA); (2) adopt Resolution No. 26-9593 to approve a Rezoning to remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to remain in Historic Combining District), subject to conditions of approval; and (3) adopt Resolution No. 26-9594 to approve a Tentative Parcel Map (PLN25-00304) to subdivide the 906 Monroe Street property into two parcels addressed as 1341 Homestead Road and 906 Monroe Street, making the required findings and subject to conditions of approval.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Recused: 1 - Mayor Gillmor

11. 26-735 Public Hearing: Adoption of the Third Zoning Code Cleanup Ordinance and Rezoning of Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential)

Recommendation: Staff recommends that City Council adopt the Planning Commission-recommended updates to the Zoning Code to be consistent with the General Plan and State Law

1. Recommend that the City Council adopt the Zoning Code clean-up ordinance; and
2. Recommend that the City Council apply the R6 Transit Neighborhood District to the properties currently zoned TN on the Zoning Map, consistent with the General Plan.

This item was continued to the August 18, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

CONSENT ITEMS PULLED FOR DISCUSSION

5. 26-736 Action on Agreements with ASF Electrical, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc. for On-Call Electrical Maintenance and Repair Services at Levi's Stadium, Limiting Authorization to Spend to a Total Aggregate Not-to-Exceed Amount of $1,506,408, Inclusive of All Option Years and Contingency Across All Three Agreements, and Delegated Authority for Future Amendments
(Deferred from June 23, 2026)

Recommendation:

1. Approve and authorize the Stadium Manager to enter into agreements with ASF Electric, Inc., Bear Electrical Solutions, LLC, and Cupertino Electric, Inc., to provide on-call electrical maintenance and repair services at Levi's Stadium for an initial term of three (3) years commencing upon execution of the Agreement, and expiring March 31, 2029, with two (2) optional one-year extensions through March 31, 2031. Stadium Manager's authority to spend under all agreements is limited to a total aggregate amount that shall not exceed $250,000 per contract year, $750,000 over the initial three-year period, and $1,250,000 over the maximum five (5) year term unless modified pursuant to Recommendation 3 below. The term for each fiscal year is contingent on the Santa Clara Stadium Authority Board approving the applicable fiscal year's budget, including amounts due under the Agreements;
2. Approve a contingency in the amount of $125,000, which is equal to ten percent (10%) of the aggregate total not-to-exceed value of the baseline amount payable under all Agreements over the maximum five (5) year term of the Agreements (i.e., $250,000 per year x 5 years). The contingency may be used to increase the not-to-exceed amount of any Agreement during any contract year, as needed to cover unforeseen services, subject to budget appropriations;
3. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreements by two (2) one-year extension periods through March 31, 2031, and to establish the not-to-exceed amount for each extension period of $250,000 to cover services during each extension; (b) increase the rates in contract years two through five (April 1, 2027 - March 31, 2031) by up to five percent (5%) over the previous year's rates in accordance with the terms and conditions associated with rate increases in Exhibit G of the Agreements; (c) increase the not-to-exceed amount payable under each Agreement for contract years two through five (April 1, 2027- March 31, 2031), by up to five percent (5%) over the previous year's amount to account for rate increases, subject to budget appropriations; and (d) increase the not-to-exceed amount of any Agreement during any contract year using contingency funds as needed to cover unforeseen services, subject to budget appropriations. The aggregate total not-to-exceed value of amounts payable under all Agreements over the five (5) year term,

inclusive of all contract years and contingency, shall not exceed $1,506,408; and

4. Authorize the Stadium Manager to execute amendments to the Agreements as approved by the Stadium Authority Executive Director and issue and execute task orders to the three contracting firms, up to the aggregate not-to-exceed amount for each contract year, subject to budget appropriations.

Vice Mayor Gonzalez noted that **City Manager Grogan** has authority to move forward with this agreement due to delegation of authority to the **City Manager** during **Council** recess.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned on July 15, 2026, at 1:46 AM.

The next regular scheduled meeting is on Tuesday, August 18, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

26-15 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:
Historical and Landmarks Commission - May 7, 2026
Bicycle and Pedestrian Advisory Committee - March 23, 2026
Planning Commission - June 10, 2026

Draft

City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

05/07/2026 **6:00 PM**

Hybrid Meeting
City Hall/East Wing
Sparacino Conference Room
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Historical and Landmarks Commission Hearing meeting in a hybrid manner (in-person and method for the public to participate remotely)

o Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833

Meeting ID: 972 3326 2035

How to Submit Written Public Comment Before Historical and Landmarks Commission Meeting: By email to PlanningPublicComment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to Staff and will be uploaded to the Historical and Landmarks Commission Agenda as supplemental meeting material. Emails received after 12:00 P.M. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.

Note: Emails received as public comment will not be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for Historical and Landmarks Commission items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx
All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:05 p.m.

Present 4 - Commissioner Michael Celso , Commissioner Yvonne Inciarte, Chair Patricia Leung, and Commissioner Kathleen Romano

Absent 3 - Vice Chair Ed Stocks, Commissioner Ana Vargas-Smith , and Commissioner Kaushal Varshney

A motion was made by Commissioner Romano, seconded by Commissioner Inciarte, to excuse Commissioner Stocks, Commissioner Vargas-Smith, and Commissioner Varshney.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Romano

Absent: 3 - Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

CONSENT CALENDAR

1. 26-495 Historical and Landmarks Commission Meeting Minutes of April 2, 2026

Recommendation: Approve the Historical and Landmarks Commission Meeting Minutes of the April 2, 2026 Meeting.

A motion was made by Commissioner Romano, seconded by Commissioner Inciarte, to approve the consent calendar.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Romano

Excused: 3 - Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 26-404 Public Hearing: Recommendation on the Architectural Review (PLN24-00521) for Demolition of the Existing 1,198 Square Foot One-Story Residence and the Construction of a New 3,817 Square Foot Two-Story Residence at 4435 Fillmore Street Located Within 200 Feet of Two Historic Resource Inventory Properties. CEQA Status: Exempt from CEQA per Section 15332 - In-Fill Development Projects.

Recommendation: Recommend that the Historical and Landmarks Commission find that the proposed project located at 4435 Fillmore Street will not destroy or have significant adverse effect on the integrity of the HRI listed properties within 200 feet of the subject property; that the proposed construction is compatible with the surrounding neighborhood and recommend approval of the Architectural Review at the Development Review Hearing.

Associate Planner Meha Patel provided the staff presentation.

Daniel Warren (Applicant) spoke about the project.

Public Comments: **None.**

A motion was made by Commissioner Inciarte, seconded by Commissioner Celso, to close the public hearing.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Romano

Excused: 3 - Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

A motion was made by Commissioner Inciarte, seconded by Commissioner Celso, to continue this item date certain to the June 4, 2026 Historical and Landmarks Commission Meeting with recommendation to: (1) reduce the massing of the second story; (2) move the massing toward the rear of the residence; (3) provide a rendering showing the view of the new house from the nearby historic house, located at 4406 Fillmore Street.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Romano

Excused: 3 - Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

STAFF REPORT

No updates on this item.

COMMISSIONERS REPORT

No updates on this item.

Subcommittee Reporting - 20 Minutes

No updates on this item.

Board/Committee	Lead/Alternate
Santa Clara Arts and Historic Consortium	Vargas-Smith / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung
Development Review Hearing	Romano /Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Leung
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas-Smith/Stocks
Santa Clara Station Area Task Force	Leung/Stocks
Board/Committee	Lead/Alternate

Commissioners provided updates on various items, meetings, and groups that they are assigned to.

ADJOURNMENT

A motion was made by Commissioner Romano, seconded by Commissioner Inciarte, to adjourn the meeting at 7:13 p.m.

Aye: 4 - Commissioner Celso, Commissioner Inciarte, Chair Leung, and Commissioner Romano

Excused: 3 - Vice Chair Stocks, Commissioner Vargas-Smith, and Commissioner Varshney

The next regular scheduled meeting is on June 4, 2026, at 6 p.m. in the City Hall Council Chambers and via Zoom.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Meeting Minutes

Bicycle & Pedestrian Advisory Committee

03/23/2026	**4:00 PM**	**City Hall Council Chambers** **1500 Warburton Avenue** **Santa Clara, CA 95051**

The City of Santa Clara is conducting the Bicycle and Pedestrian Committee meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
https://santaclaraca.zoom.us/j/83368467068

Meeting ID: 833 6846 7068 or

Phone: 1 (669) 900-6833

1 CALL TO ORDER AND ROLL CALL

Chair Megas called the meeting to order at 4:03 PM

Present 7 - Member Hung Duong, Member Jorge Haro, Member Ken Kratz, Vice Chair Jonathan Marinaro, Chair Betsy Megas, Member Guillermo Jenaro, and Member Vernon Shure

2 PUBLIC PRESENTATIONS

Video [00:17:55]

Member of the Public Dianne Harrison gave an update on Bike to Shop Day being moved up to May 23 from May 30 previously. She requested volunteers and if interested contact **Member Kratz**. Bike to Wherever Day starts May 14, and they are also asking for volunteers to staff the Energizer Station at the Senior Center on May 15. Finally, the BPAC agenda should have a separate agenda item for each subcommittee.

3 CONSENT CALENDAR

A. 26-179 Bicycle and Pedestrian Advisory Committee Meeting Minutes of January 26, 2026 (Megas)

Recommendation: Approve the Bicycle and Pedestrian Advisory Committee Meeting Minutes of January 26, 2026.

Video [00:03:00]

Member Kratz asked for an update on Safe Routes to School and the annual survey to see how the program is performing.

A motion was made by Member Kratz, seconded by Member Marinaro to Approve the Consent Calendar. The motion carried by the following votes:

Aye: 7 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, Member Jenaro, and Member Shure

4 REPORTS FOR COMMITTEE INFORMATION

A. 26-178 Police Verbal Update (Ernst)

Video [00:05:48]

Officer Ernst provided a verbal update on reported bicycle collisions.

Committee comments and questions followed.

Officer Ernst addressed Committee questions.

5 ACTION ITEMS / GENERAL BUSINESS

A. 26-184 Creation of Data-Driven Approach to Evaluating Bicycle and Pedestrian Projects Subcommittee (Megas)

Recommendation: Create Data-Driven Approach to Evaluating Bicycle and Pedestrian Projects subcommittee, if needed, and appoint members to serve on the subcommittee.

Video [00:19:47]

Member Jenaro presented the proposal to create a subcommittee, working with City staff, to identify cost-effective, scalable data collection strategies and develop a key performance indicator framework aligned with available resources and city policies. The subcommittee's recommendations could help guide a more informed, performance-based approach to future active transportation projects.

Committee questions and comments followed.

Assistant Public Works Director Liw and Acting Transportation Manager Shariat addressed **Committee** questions.

A motion was made by Member Jenaro, seconded by Member Kratz to create a data-driven approach to evaluating bicycle and pedestrian projects subcommittee and appoint Member Jenaro and Member Kratz to serve on the subcomittee.

The motion is carried by the following votes:

Aye: 7 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, Member Jenaro, and Member Shure

B. 26-185 Fiscal Year 2026-27 BPAC Work Plan Approval (Liw)

Recommendation: Review and approve staff's recommended Fiscal Year 2026-27 Work Plan.

Video [00:54:18]

Assistant Public Works Director Liw presented the staff's recommended Fiscal Year 2026-27 BPAC Work Plan for approval by City Council.

Committee questions and comments followed regarding changing the order of the work plan items.

Assistant Public Works Director Liw and **Senior Civil Engineer Garcia** addressed **Committee** questions.

Public Speaker: Diane Harrison

A motion was made by Member Kratz and seconded by Member Jenaro, to approve staff's recommended Fiscal Year 2026-27 Work Plan with the condition that ranked agenda topic 3 - "E-bike Safety on San Tomas Aquino Trail" and ranked topic 5 - "BPAC Processes and Governance" are swapped on the meeting schedule.

Aye: 7 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, Member Jenaro, and Member Shure

C. 26-191 Selection of Valley Transportation Authority Bicycle and Pedestrian Advisory Committee Representative (Megas)

Recommendation: The BPAC to select a candidate for City Council approval to serve as the Santa Clara representative on the VTA BPAC from July 1, 2026 to June 30, 2028.

Video [01:14:50]

Chair Megas presented background information on the Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee meetings.

Commission comments and questions followed.

A motion was made by Member Kratz, seconded by Vice Chair Marinaro to nominate and select Chair Megas for City Council approval to serve as the Santa Clara representative on the VTA BPAC from July 1, 2026 to June 30, 2028.

Aye: 7 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, Member Jenaro, and Member Shure

6 REPORTS FOR COMMITTEE INFORMATION

A. 26-180 Public Works Verbal Update (Liw/Shariat)

Video [01:23:10]

Assistant Public Works Director Liw and Acting Transportation Manager Shariat gave the following updates:

1. Vision Zero Council Meeting
2. Benton Street Bikeway Project
3. Benton/Brokaw Feasibility Study
4. Traffic Division Vacancies
5. SBLX
6. World Cup Matches

Senior Civil Engineer Garcia gave the following updates:

7. Bike to Work Day
8. Creek Trail Master Plan Community Meeting
9. VTA starting project "Across Barrier Connections"

Committee questions and comments followed.

Assistant Public Works Director Liw addressed **Committee** questions.

B. 26-221 Complete Streets Review for the Uncontrolled Crosswalk Improvements Phase II Project (Shariat)

Video [01:35:11]

Acting Transportation Manager Shariat discussed the complete streets review of the Uncontrolled Crosswalks Improvement Project Phase 2 and requested feedback from the BPAC .

Committee questions and comments followed.

Assistant Public Works Director Liw, Acting Transportation Manager Shariat, and Senior Civil Engineer Puyehgar addressed **Committee** questions.

C. 26-192 Closing Bike Lanes, Trails, and Sidewalks (Garcia)

Video [01:51:43]

Senior Civil Engineer Garcia gave a presentation regarding closing bike lanes, trails, and sidewalks as part of temporary traffic control plans during construction activities.

Committee questions and comments followed.

Public Speaker: Diane Harrison

Senior Civil Engineer Garcia and **Senior Civil Engineer Puyehgar** addressed **Committee** questions.

D. 26-194 Trial Runs of New Bike and Pedestrian Infrastructure (Shariat)

Video [02:38:37]

Acting Transportation Manager Shariat gave a presentation about implementing trial improvements of new bicycle and pedestrian infrastructure, also known as quick build projects.

Committee questions and comments followed.

Public Speakers: Diane Harrison, Henry, Lloyd

Assistant Public Works Director Liw addressed **Committee** questions.

E. 26-181 Valley Transportation Authority Bicycle and Pedestrian Advisory Committee Meetings Update (Megas)

Video [03:10:39]

Chair Megas reported on the VTA Bicycle and Pedestrian Advisory Committee meeting.

Committee questions and comments followed.

Public Speakers: Diane Harrison

Chair Megas addressed **Committee** questions.

F. 26-182 Santa Clara Station Area Task Force Update (Shure)

Video [03:24:08]

Member Shure provided an update on the SantaClara Station Area Plan.

Committee questions and comments followed.

Member Shure addressed **Committee** questions.

G. 26-183 Ad-hoc Subcommittee Reports (Megas)

Video [03:32:34]

Vice Chair Marinaro reported on proposed numbering system for bicycle wayfinding routes in the City of Santa Clara.

Committee questions and comments followed.

Public Speakers: Diane Harrison

Vice Chair Marinaro addressed **Committee** questions.

7 ANNOUNCEMENTS AND MEMBER REPORTS

Video [03:50:51]

The **Committee** made several statements and announcements about upcoming events:

1. Volunteer-led bicycle repair event will be held at the Sunnyvale Library on April 4th at 10 AM to 12:30 PM.
2. May is Bike Month.
3. Annual El Camino Real Bicycle Ride will be held on May 30th and looking for volunteers to lead the group rides or to help at rest stops along the route.
4. Silicon Valley Bicycle Coalition has a calendar of events and bike safety classes.

Assistant Director Mike Liw made an announcement about a scheduling conflict with the next BPAC meeting and the upcoming World Cup Match. Staff will reach out to BPAC to pick a new June meeting date.

8 ADJOURNMENT

The meeting was adjourned at 8:00 PM.

A motion was made by Vice Chair Marinaro, seconded by Member Kratz, to adjourn the meeting. The motion carried by the following votes:

Aye: 7 - Member Duong, Member Haro, Member Kratz, Vice Chair Marinaro, Chair Megas, Member Jenaro, and Member Shure

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

DRAFT

City of Santa Clara

Meeting Minutes

Planning Commission

06/10/2026 **6:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Planning Commission Hearing meeting in a hybrid manner (in-person and method for the public to participate remotely)
Via Zoom:
- https://santaclaraca.zoom.us/j/91729202898
- Webinar ID: 917 2920 2898 or
Phone: 1(669) 900-6833

How to Submit Written Public Comment Before Planning Commission Meeting:
1. By email to planningpubliccomment@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Planning Commission and will be uploaded to the Planning Commission Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
2. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting. NOTE: eComments and Emails received as public comment will not be read aloud during the meeting.
Agendas, Staff Reports and some associated documents for Planning Commission items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Planning Commission meeting may not be the final documents approved by the Planning Commission. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

6:00 PM REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Chair Crutchlow called the meeting to order at 6:09 p.m.

Roll Call

Present 6 - Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Commissioner Lance Saleme, and Chair Eric Crutchlow

Absent 1 - Commissioner Yashraj Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to excuse Commissioner Bhatnagar's absence.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Absent: 1 - Commissioner Bhatnagar

DECLARATION OF COMMISSION PROCEDURES

Secretary Cherukuru read the Declaration of Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

1. 26-612 Planning Commission Meeting Minutes of May 20, 2026

Recommendation: Approve the Planning Commission Meeting Minutes of the May 20, 2026 Meeting.

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to approve this item.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

2. 26-457 Public Hearing: Recommendation On A Rezoning To Remove The Historic Combining District From 1341 Homestead Road (906 Monroe Street To Remain In Historic Combining District) In Connection With A Tentative Parcel Map Application To Subdivide The Property Into Two Parcels, Each Containing One Of The Existing Residences. CEQA Status: Determination of Consistency with the Downtown Precise Plan Final EIR

Recommendation: Staff recommends Planning Commission recommend approval to City Council for the rezoning and the tentative map as it is consistent with the General Plan and the Zoning Code

1) Recommend that the City Council determine the project to be consistent with the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP) that the City Council adopted for the Downtown Precise Plan on December 5, 2023, in accordance with the California Environmental Quality Act (CEQA).
2) Recommend the City Council approve a Rezoning to remove the Historic Combining District from 1341 Homestead Road (906 Monroe Street to remain in Historic Combining District)

Due to technical difficulties, the meeting was paused at 6:32 p.m. and restarted at 6:35 p.m.

Associate Planner Daniel Sobczak provided the staff presentation.

Commissioners inquired on the Mills Act status of the property and the rezoning process.

Applicant Paul Tsai spoke.

Public Speakers:
Myron Von Rasfeld

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to close public hearing.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Crutchlow to approve staff recommendation 1.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Bouza, seconded by Commissioner Biagini, to approve staff recommendation 2.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

3. 26-310 Public Hearing: Recommendations related to the adoption of the Third Zoning Code Cleanup Ordinance and Rezoning of Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential)

Recommendation:

Staff recommends the Planning Commission recommend to the City Council updates to the Zoning Code to be consistent with the General Plan and State Law

1. Recommend that the City Council adopt the Zoning Code clean-up ordinance; and
2. Recommend that the City Council apply the R6 Transit Neighborhood District to the properties currently zoned TN on the Zoning Map, consistent with the General Plan.

Planning Manager Lesley Xavier provided the staff presentation.

Commissioners inquired upon the process for mailing physical project notice, as well as discussed smoke shop language.

Commissioners requested that staff agendize another meeting to discuss smoke shop radius and the proximity to schools.

A motion was made by Commissioner Crutchlow, seconded by Commissioner Biagini to close public hearing.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Bouza to approve staff recommendation 1 with requested changes to section 56.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Cherkuru to approve staff recommendation.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to add a recommendation to Council regarding an alternative to posting notices on the website.

The Commission also requested that staff provide information as to the amount of users navigating to the notices posted on the website at an upcoming meeting.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Bouza to have staff agendize a discussion on smoke shop regulations at an upcoming meeting.

Aye: 5 - Commissioner Biagini, Commissioner Cherukuru, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Nay: 1 - Commissioner Huang

Excused: 1 - Commissioner Bhatnagar

4. 26-453 Election of Planning Commission Chair, Vice Chair and Secretary

Recommendation: There is no staff recommendation.

The meeting went into recess at 7:53 p.m. and reconvened at 8 p.m.

Commissioner Saleme nominated Commissioner Biagini for the position of Chair, Commissioner Huang nominated Commissioner Bouza as Chair, Commission Cherukuru nominated Commissioner Biagini for Chair.

Commissioner Bouza withdrew from the nomination. By acclamation, Commissioner Biagini was voted in as the incoming Chair.

Commissioner Huang thanked all Commissioners who have served in the role of Chair. Commissioner Cherukuru thanked Commissioner Crutchlow for serving the past year as Chair.

Commissioner Bouza was nominated as Vice Chair. The vote resulted in a tie with no action.

Aye: 3 - Commissioner Cherukuru, Commissioner Huang, and Vice Chair Bouza

Nay: 3 - Commissioner Biagini, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

Commissioner Crutchlow was nominated as Vice Chair. The motion passed.

Aye: 4 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Saleme, and Chair Crutchlow

Nay: 2 - Commissioner Huang, and Vice Chair Bouza

Excused: 1 - Commissioner Bhatnagar

Commissioner Bouza was nominated for Secretary. The motion did not pass.

Aye: 2 - Commissioner Huang, and Chair Crutchlow

Nay: 4 - Commissioner Biagini, Commissioner Cherukuru, Vice Chair Bouza, and Commissioner Saleme

Excused: 1 - Commissioner Bhatnagar

Commissioner Cherukuru was nominated for Secretary. The motion passed.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

A motion was made by Commission Crutchlow, seconded by Commissioner Biagini to agendize a discussion at the August 12, 2026 Planning Commission meeting to appoint two Commissioners for a period of time to attend Council Meetings as an official representative of the Planning Commission providing representation for items that were previously heard at a Planning Commission meeting.

Aye: 6 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Commissioner Saleme, and Chair Crutchlow

Excused: 1 - Commissioner Bhatnagar

2. Commissioner Travel and Training Reports, Requests to attend Trainings

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Staff Aide II Elizabeth Elliott provided budget updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

3. City Council Actions

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

The meeting adjourned at 8:15 p.m. The next regular scheduled meeting is on August 12, 2026 at 6 p.m. at City Hall Council Chambers and Via Zoom.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

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26-793 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action on City Bills and Claims Report for the period June 7, 2026 - July 10, 2026

BACKGROUND
Disbursements made by the City of Santa Clara (City) are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As a final step, the City Auditor, or designee, verifies all documents before the City issues payment. Payments are issued through accounts payable checks and wire transfers. It is important to note that items that pertain to Stadium Authority operations are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events, and on behalf of the 49ers for NFL events.

The Bills and Claims Report, as required by the City Charter, represents the cash disbursements required for operations of the City for the reporting period covered. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process. The attached report is sorted by Silicon Valley Power (SVP) expenses first, followed by the rest of the City funds.

DISCUSSION
Significant expenditures in this period include:

- Payment to Bank of New York Mellon in the amount of $19,302,050 for Electric Revenue Bonds debt service payment.
- Payment to Northern California Power Agency in the amount of $16,722,638 for June 2026 all resources bill.
- Payment of City of San Jose in the amount of $10,439,615 for first quarter 2026/27 capital billing, O&M billing of San Jose-Santa Clara Regional Wastewater Facility (RWF) and monthly water meter charge.
- Payment to DMZ Builders in the amount of $7,241,365 for service completed from February to April 2026 for KRS and SRS Rebuild and Replacement CIP projects.
- Payment to Energia Sierra Juarez US, LLC, in the amount of $7,043,424 for May 2026 energy purchase from Cimarron Wind.
- Payment to Santa Clara Valley Water District in the amount of $6,750,726 for May and June 2026 treated water purchase and April and May 2026 Pump Tax (a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin).

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, material, and supply expenses of approximately $212,023. Included in this amount are payments totaling $197,778 to Alliant Insurance Services Inc., to renew professional liability insurance for fiscal year 2026/27. These expenses are reimbursed to the City by the Stadium Authority.

During this period, payments were made on behalf of the City, Housing Authority, Sport and Open Space Authority (SOSA) and the Santa Clara Stadium Authority (described above).

Certain information, such as names of law firms and legal expert consultants, has been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. Therefore, in accordance with case law, the names of law firms, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records. In addition, the names of utility customers have been redacted consistent with Government Code section 7927.410 based on the public's interest in protecting private customer information. Furthermore, individually identifiable information about recipients of workers' compensation has also been redacted from the report based on California Labor Code section 138.7.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

FISCAL IMPACT

The expenditures of $157,671,327 were appropriated to various funds with the adoption of the Fiscal Year 2025/26 and 2026/27 budget, as amended.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Bills and Claims for June 7, 2026 - July 10, 2026.

Reviewed by: David Noce, Audit Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Bills and Claims Approved for Payment Report

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City of Santa Clara
List of All Bills and Claims Approved for Payment
From 06/07/2026 to 07/10/2026

Run Date 7/16/2026
Run Time 8:48:02 AM

Sorted by Payment Amount

Fund Group: Electric Utility Funds

Payment No: W26265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU ASE DUES	Electric Utility-Ops General	13.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU WREGIS FEE	Electric Utility-Ops Restrictd	523.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	WT FY26 NET EXPENSE	Electric Utility-Ops General	16,173,384.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 LEG & REG SUPPORT EXP	Electric Utility-Ops General	72,406.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 JPA ASSESSMENT EXP	Electric Utility-Ops General	477,534.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU DEED DUES	Electric Utility-Ops General	560.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU BAMX CONSULTING	Electric Utility-Ops General	41,094.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU SEPA DUES	Electric Utility-Ops General	236.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU APPA DUES	Electric Utility-Ops General	6,837.00
2026-06-25	NORTHERN CALIF POWER AGENCY	00599433	006002-0626027	FY26 PASS THRU CEE DUES	Electric Utility-Ops General	51.00
				Total for Payment No.:		16,772,638.00

Payment No: 037290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DMZ BUILDERS	00600886	KRS Progress Payment 09	RETENTION PROJ 2453 KRS	Electric Utility-Construction	-179,716.73

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DMZ BUILDERS	00600885	SRS Progress Payment 09	CONSTRUCTION SERVICES FOR SRS	Electric Utility-Construction	4,028,155.39
2026-06-26	DMZ BUILDERS	00600885	SRS Progress Payment 09	RETENTION PROJ 2456 SRS	Electric Utility-Construction	-201,407.77
2026-06-26	DMZ BUILDERS	00600886	KRS Progress Payment 09	CONSTRUCTION SERVICES FOR KRS	Electric Utility-Construction	3,594,334.52
				Total for Payment No.:		7,241,365.41

Payment No: W26267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	ENERGIA SIERRA JUAREZ US LLC	00600954	CIM-05-2026	2605 ENERGY PURCHASE CIMARRON	Electric Utility-Ops General	7,043,423.54
				Total for Payment No.:		7,043,423.54

Payment No: W26261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	BANK OF NEW YORK MELLON	00600321	263MAY2026	WT: P & I ELEC REV REF 2018A	Electric Utility-Debt Services	6,644,375.00
				Total for Payment No.:		6,644,375.00

Payment No: W26264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	BANK OF NEW YORK MELLON	00600326	263JUN2026	WT P & I ELEC REV BONDS 2024A	Electric Utility-Debt Services	6,240,750.00
				Total for Payment No.:		6,240,750.00

Payment No: W26263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	BANK OF NEW YORK MELLON	00600324	263MAY2026B	WT P & I ELEC REV BOND 2020-2	Electric Utility-Debt Services	6,061,470.50
				Total for Payment No.:		6,061,470.50

Payment No: 037365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 DONNELLS BUNDLED ENERGY	Electric Utility-Ops General	2,265,446.24
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 DONNELLS RA	Electric Utility-Ops General	360,000.00
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 DONNELLS AS	Electric Utility-Ops General	60,000.00
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	569,492.14
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	40,000.00
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 DONNELLS ELECTRC-SPILLAGE	Electric Utility-Ops General	234,491.40
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 TULLOCH BUNDLED ENERGY	Electric Utility-Ops General	1,082,064.74
2026-06-26	TRI-DAM PROJECT	00600871	2026-5 SVP	2605 TULLOCH RA CAPACITY	Electric Utility-Ops General	108,450.00
				Total for Payment No.:		4,719,944.52

Payment No: 037401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CASTANEA PROJECT, LLC	00600955	CA-SVP-017	2605 SOLAR ENERGY PURCHASE	Electric Utility-Ops General	2,016,288.23
2026-07-10	CASTANEA PROJECT, LLC	00600955	CA-SVP-017	2605 SOLAR DEEMED DELIVERED	Electric Utility-Ops General	459,645.90
2026-07-10	CASTANEA PROJECT, LLC	00600955	CA-SVP-017	2605 BATTERY ENERGY PURCHASE	Electric Utility-Ops General	2,092,500.00
				Total for Payment No.:		4,568,434.13

Payment No: 037393

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AQUAMARINE WESTSIDE, LLC	00601519	AQUA-SVP-02-017	2605 CAISO REIMB CREDIT	Electric Utility-Ops General	121,991.18
2026-07-10	AQUAMARINE WESTSIDE, LLC	00601519	AQUA-SVP-02-017	2605 SOLAR ENERGY&REC	Electric Utility-Ops	2,771,137.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				PURCHASE	General	
2026-07-10	AQUAMARINE WESTSIDE, LLC	00601519	AQUA-SVP-02-017	2605 AVAILABLE SOLAR ENERGY	Electric Utility-Ops General	180,984.98
				Total for Payment No.:		3,074,113.81

Payment No: W26266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 ST PURCHASE GIA	Electric Utility-Ops General	118.86
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 IMBALANCE SALE GIA	Electric Utility-Ops General	-1,149.88
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 IMBALANCE PURCHASE GIA	Electric Utility-Ops General	1,321.15
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	WT 2605 LT PURCHASE DVR	Electric Utility-Ops General	3,944,516.38
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 ST SALE DVR	Electric Utility-Ops General	-1,108,775.00
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 ST PURCHASE DVR	Electric Utility-Ops General	4,471.14
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 ST SALE GIA	Electric Utility-Ops General	-29,475.00
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 IMBALANCE SALE DVR	Electric Utility-Ops General	-43,255.66
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 IMBALANCE PURCHASE DVR	Electric Utility-Ops General	49,698.29
2026-06-25	EDF TRADING NORTH AMERICA LLC	00600549	5142204	2605 LT PURCHASE GIA	Electric Utility-Ops General	104,858.62
				Total for Payment No.:		2,922,328.90

Payment No: 037113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AQUAMARINE WESTSIDE, LLC	00599283	AQUA-SVP-02-016	2604 SOLAR ENERGY&REC PURCHASE	Electric Utility-Ops General	2,258,451.63

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AQUAMARINE WESTSIDE, LLC	00599283	AQUA-SVP-02-016	2604 AVAILABLE SOLAR ENERGY	Electric Utility-Ops General	145,085.43
2026-06-12	AQUAMARINE WESTSIDE, LLC	00599283	AQUA-SVP-02-016	2604 CAISO REIMB CREDIT	Electric Utility-Ops General	382,908.86
				Total for Payment No.:		2,786,445.92

Payment No: 037349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SHI INTERNATIONAL CORP	00599125	B21022615	HITACHI HARDWARE EQUIPMENT FOR	Electric Utility-Construction	743,801.75
2026-06-26	SHI INTERNATIONAL CORP	00599125	B21022615	HITACHI HARDWARE SERVICES FOR	Electric Utility-Construction	454,738.28
2026-06-26	SHI INTERNATIONAL CORP	00599122	B20723396	CISCO HARDWARE SERVICES FOR SA	Electric Utility-Construction	204,322.36
2026-06-26	SHI INTERNATIONAL CORP	00599122	B20723396	SHIPPING FOR CISCO HARDWARE	Electric Utility-Construction	3,701.79
2026-06-26	SHI INTERNATIONAL CORP	00599122	B20723396	CISCO HARDWARE EQUIPMENT FOR S	Electric Utility-Construction	441,478.07
2026-06-26	SHI INTERNATIONAL CORP	00600219	B21133669	VMWARE CLOUD FOUNDATION VMWARE	Electric Utility-Construction	174,512.64
2026-06-26	SHI INTERNATIONAL CORP	00601171	B21275400	ADDON - SFP+ TRANSCEIVER MODUL	Electric Utility-Construction	743.67
				Total for Payment No.:		2,023,298.56

Payment No: 037390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ALLIANT INSURANCE SVCS INC	00601622	3592406	PREMIUM WORKPLACE VIOLANCE	Electric Utility-Ops General	11,508.70
				Total for Payment No.:		11,508.70

Payment No: 037231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MSR PUBLIC POWER AGENCY	00600159	060226	2606 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	20,646.85
2026-06-18	MSR PUBLIC POWER AGENCY	00600159	060226	2606 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	29,345.92
2026-06-18	MSR PUBLIC POWER AGENCY	00600476	060526	2605 BIG HORN SHAPING	Electric Utility-Ops General	432,746.49
2026-06-18	MSR PUBLIC POWER AGENCY	00600475	060826	2605 BIG HORN ENERGY	Electric Utility-Ops General	1,383,486.35
				Total for Payment No.:		1,866,225.61

Payment No: 037204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FRIANT POWER AUTHORITY	00599888	869	2605 ENERGY PURCH (HYDRO1)	Electric Utility-Ops General	1,238,833.68
2026-06-18	FRIANT POWER AUTHORITY	00599888	869	2605 ENERGY PURCH (HYDRO2)	Electric Utility-Ops General	541,789.25
				Total for Payment No.:		1,780,622.93

Payment No: 037226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MANZANA WIND LLC	00600424	296860	2605 ENERGY PURCHSE (WIND)	Electric Utility-Ops General	1,496,233.50
2026-06-18	MANZANA WIND LLC	00600424	296860	2605 PPA ENERGY REVENUE (WIND)	Electric Utility-Ops General	-168,615.12
				Total for Payment No.:		1,327,618.38

Payment No: 037426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NEOGENYX FUELS LLC	00601358	80886	2604 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	301,998.47
2026-07-10	NEOGENYX FUELS LLC	00601358	80886	2604 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NEOGENYX FUELS LLC	00601361	80887	2604 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	283,891.86
2026-07-10	NEOGENYX FUELS LLC	00601361	80887	2604 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	9,316.37
2026-07-10	NEOGENYX FUELS LLC	00601521	80914	2605 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57
2026-07-10	NEOGENYX FUELS LLC	00601522	80915	2605 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	259,486.18
2026-07-10	NEOGENYX FUELS LLC	00601522	80915	2605 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
2026-07-10	NEOGENYX FUELS LLC	00601521	80914	2605 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	319,979.92
				Total for Payment No.:		1,210,120.31

Payment No: 037364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRI-DAM POWER AUTHORITY	00600435	2026-5S SVP	2605 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	829,730.59
2026-06-26	TRI-DAM POWER AUTHORITY	00600435	2026-5S SVP	2605 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	66,840.26
				Total for Payment No.:		896,570.85

Payment No: 037171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	US BANK NATIONAL ASSOCIATION	00599296	EO&M000270626	2605 CVP O&M FUNDING#8 FY2027	Electric Utility-Ops General	878,500.00
				Total for Payment No.:		878,500.00

Payment No: 037442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	US BANK NATIONAL ASSOCIATION	00601439	EO&M000270726	2606 CVP O&M FUNDING#9 FY2027	Electric Utility-Ops General	876,800.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		876,800.00

Payment No: W27000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-06	CALIFORNIA BANK OF COMMERCE, N A	00601510	24570JUN2026	WT TRANSFER TO ESCROW ACCT SRS	Electric Utility-Construction	855,549.43
				Total for Payment No.:		855,549.43

Payment No: 734284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PG&E	00599275	6738869084-3 MAY2026	2603 GAS TRANSPORT DVR	Electric Utility-Ops General	444,736.92
2026-06-12	PG&E	00599275	6738869084-3 MAY2026	2604 GAS TRANSPORT DVR	Electric Utility-Ops General	366,361.31
				Total for Payment No.:		811,098.23

Payment No: 037305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HENKELS & MCCOY WEST LLC	00600896	452422	CONTINGENCY FOR OH/UG SERVICES	Electric Utility-Ops General	20,051.88
2026-06-26	HENKELS & MCCOY WEST LLC	00600076	455920-RET	RETENTION RELEASE MEM 2449	Electric Utility-Construction	159,952.61
2026-06-26	HENKELS & MCCOY WEST LLC	00601186	456731	RETENTION	Electric Utility-Construction	-23,720.99
2026-06-26	HENKELS & MCCOY WEST LLC	00601186	456731	CONSTRUCTION SERVICES FOR NRS	Electric Utility-Construction	474,419.64
2026-06-26	HENKELS & MCCOY WEST LLC	00600093	455925-RET	RETENTION SAN TOMAS PROJ 2442	Electric Utility-Construction	80,876.78
				Total for Payment No.:		711,579.92

Payment No: W27001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-06	CALIFORNIA BANK OF COMMERCE, N A	00601511	24570JUN2026A	WT TRANSFER TO ESCROW ACCT KRS	Electric Utility-Construction	700,085.95
				Total for Payment No.:		700,085.95

Payment No: 037213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HENKELS & MCCOY WEST LLC	00600631	441720	CONSTRUCTION SERVICES FOR NRS	Electric Utility-Construction	10,024.64
2026-06-18	HENKELS & MCCOY WEST LLC	00600631	441720	RETENTION PROJ 2454 NRS	Electric Utility-Construction	-501.23
2026-06-18	HENKELS & MCCOY WEST LLC	00600659	439059	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	165,143.49
2026-06-18	HENKELS & MCCOY WEST LLC	00600659	439059	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	30,742.96
2026-06-18	HENKELS & MCCOY WEST LLC	00600659	439059	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	19,840.00
2026-06-18	HENKELS & MCCOY WEST LLC	00600660	444020	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	155,872.11
2026-06-18	HENKELS & MCCOY WEST LLC	00600660	444020	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	30,530.75
2026-06-18	HENKELS & MCCOY WEST LLC	00600660	444020	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	20,590.00
2026-06-18	HENKELS & MCCOY WEST LLC	00600664	445530	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	13,340.00
2026-06-18	HENKELS & MCCOY WEST LLC	00600664	445530	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	98,292.43
2026-06-18	HENKELS & MCCOY WEST LLC	00600664	445530	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	20,362.47
				Total for Payment No.:		564,237.62

Payment No: 734653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600306	6738869084-3 JUN2026	2605 GAS TRANSPORT DVR	Electric Utility-Ops General	524,909.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		524,909.18

Payment No: 037330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MSR PUBLIC POWER AGENCY	00600451	061126	2605 BIG HORN 2 POWER	Electric Utility-Ops General	479,547.38
				Total for Payment No.:		479,547.38

Payment No: W26268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	RE ROSAMOND ONE LLC	00601334	00150	WT 2605 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	684,210.86
2026-06-26	RE ROSAMOND ONE LLC	00601334	00150	2604 CURTAILMENT PENALTY	Electric Utility-Ops General	-29,887.61
2026-06-26	RE ROSAMOND ONE LLC	00601334	00150	2605 CURTAILMENT PENALTY	Electric Utility-Ops General	-179,744.98
				Total for Payment No.:		474,578.27

Payment No: 037181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600602	2001146006	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	36,526.53
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600651	2001137948	NRS-KRS 115KV LINE SUPPORT AND	Electric Utility-Construction	12,211.50
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600652	2001146008	NRS-KRS 115KV LINE SUPPORT AND	Electric Utility-Construction	19,120.16
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600654	2001146002	PROGRAM IMPLEMENTATION FOR SVP	Electric Utility-Construction	103,067.01
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600582	2001137911	PROGRAM IMPLEMENTATION FOR SVP	Electric Utility-Construction	145,719.14
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600583	2001146009	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	31,453.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600584	2001137955	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	44,119.21
2026-06-18	AECOM TECHNICAL SERVICES, INC	00600586	2001146007	CHANGE ORDER 2: ADDITIONAL SER	Electric Utility-Construction	66,921.35
				Total for Payment No.:		459,137.93

Payment No: 004024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	EASYKEYS.COM (Purchase)	Electric Utility-Ops General	13.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	19.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	193.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	197.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	164.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	AMAZON.COM*TC4EM6S0 (Purchase)	Electric Utility-Ops General	131.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	258.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	GRAINGER (Purchase)	Electric Utility-Ops General	54.44
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	SJCOE* EDJOIN (Purchase)	Electric Utility-Ops General	425.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HYATT PLACE SACRAME (Purchase)	Electric Utility-Ops General	301.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HOTEL CONTESSA (Purchase)	Electric Utility-Ops General	558.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	OPENAI *CHATGPT SUB (Purchase)	Electric Utility-Ops General	50.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	OPENAI *CHATGPT SUB (Purchase)	Electric Utility-Ops General	100.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ACCUWEATHER INC. (Purchase)	Electric Utility-Ops General	25.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	OPENAI *CHATGPT SUB (Purchase)	Electric Utility-Ops General	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	EZCATER*NOAHS NEW Y (Purchase)	Electric Utility-Ops General	490.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HOTEL CONTESSA (Purchase)	Electric Utility-Ops General	1,483.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HOTEL CONTESSA (Credit)	Electric Utility-Ops General	-86.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ANYPROMO.COM (Purchase)	Electric Utility-Ops General	825.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ANYPROMO.COM (Purchase)	Electric Utility-Ops General	1,311.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ANYPROMO.COM (Purchase)	Electric Utility-Ops General	918.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops	545.00

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	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMERICAN PUBLIC POW (Purchase)	Electric Utility-Ops General	545.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	PANERA BREAD 20448 (Purchase)	Electric Utility-Ops General	436.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	PERLE SYSTEMS INC (Purchase)	Electric Utility-Construction	1,462.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	SUPPLIES DEPOT NJ L (Purchase)	Electric Utility-Construction	704.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	LANSHACK.COM (Purchase)	Electric Utility-Construction	2,443.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IC WILLARD B4CKIN (Purchase)	Electric Utility-Ops General	1,850.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IC WILLARD B4CKIN (Purchase)	Electric Utility-Ops General	1,850.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IC WILLARD B4CKIN (Purchase)	Electric Utility-Ops General	1,387.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	EUCI (Purchase)	Electric Utility-Ops General	995.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	86.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IC WILLARD B4CKIN (Purchase)	Electric Utility-Ops General	2,313.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	70.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IN *PV LABELS INC. (Purchase)	Electric Utility-Ops General	3,009.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ZOOM.COM 888-799-96 (Purchase)	Electric Utility-Ops General	78.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HENDERSON ALOFT (Purchase)	Electric Utility-Ops General	476.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IN *GOLDEN STATE RE (Purchase)	Electric Utility-Ops General	196.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IN *GOLDEN STATE RE (Purchase)	Electric Utility-Construction	843.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	IN *GOLDEN STATE RE (Purchase)	Electric Utility-Construction	300.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	HENDERSON ALOFT (Purchase)	Electric Utility-Ops General	476.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	ZOOM.COM 888-799-96 (Purchase)	Electric Utility-Ops General	149.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	EBAY O*27-14628-386 (Purchase)	Electric Utility-Ops General	43.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	EBAY O*27-14628-386 (Purchase)	Electric Utility-Ops General	21.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601370	PC0526EADM	BEST WESTERN WILLOW (Purchase)	Electric Utility-Ops General	121.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	FASTRAK CSC (Purchase)	Electric Utility-Ops General	25.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SANTA CLARA WINDUST (Purchase)	Electric Utility-Ops General	133.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	ROYAL BRASS INC - S (Purchase)	Electric Utility-Ops General	745.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	55.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	14.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	18.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	275.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	ULINE *SHIP SUPPLI (Purchase)	Electric Utility-Ops General	78.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPLACE PMTS (Credit)	Electric Utility-Ops General	-1,390.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MOTION INDUSTRIES I (Purchase)	Electric Utility-Ops General	1,698.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	RS HUGHES CO. (Purchase)	Electric Utility-Ops General	398.01
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601371	PC0526EDVR	AMAZON.COM*BS3PS4UK	Electric Utility-Ops	63.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT			(Purchase)	General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	BTS*CENTURYFIRE (Purchase)	Electric Utility-Ops General	3,313.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	CTI-CONTROLTECH IN (Purchase)	Electric Utility-Ops General	1,122.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	2,498.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	ULINE *SHIP SUPPLI (Purchase)	Electric Utility-Ops General	265.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SQ *TERRA METRICS D (Purchase)	Electric Utility-Ops General	898.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	ATLAS COPCO COMPRES (Purchase)	Electric Utility-Ops General	1,643.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	BAYSHORE SAFETY I (Purchase)	Electric Utility-Ops General	1,608.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE SLOAN BROTHERS (Purchase)	Electric Utility-Ops General	389.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	CRESCO EQUIPMENT RE (Purchase)	Electric Utility-Ops General	128.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	CRESCO EQUIPMENT RE (Purchase)	Electric Utility-Ops General	30.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	CASE PARTS COMPANY (Purchase)	Electric Utility-Ops General	1,327.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	104.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	CRESCO EQUIPMENT RE (Purchase)	Electric Utility-Ops General	147.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	R.F. MACDONALD (Purchase)	Electric Utility-Ops General	2,968.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON.COM*BV37C2C2 (Purchase)	Electric Utility-Ops General	49.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	DELTA SCIENTIFIC CO (Purchase)	Electric Utility-Ops General	447.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE SAFETY EQUIPMEN (Purchase)	Electric Utility-Ops General	980.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	145.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	152.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON.COM*BF0BB7PA (Purchase)	Electric Utility-Ops General	35.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SANTA CLARA WINDUST (Purchase)	Electric Utility-Ops General	1,122.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	119.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	(PC) 1053 CED (Purchase)	Electric Utility-Ops General	1,704.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	DMI* DELL BUS ONLIN (Purchase)	Electric Utility-Ops General	76.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON.COM*BS6ZU49Y (Purchase)	Electric Utility-Ops General	459.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	HOMEDEPOT.COM (Purchase)	Electric Utility-Ops General	634.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	274.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	799.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SMARTSIGN (Purchase)	Electric Utility-Ops General	73.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	150.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	42.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	TMS EQUIPMENT SERVI (Purchase)	Electric Utility-Ops General	34.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	565.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	127.86
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601371	PC0526EDVR	GL HUYETT (Purchase)	Electric Utility-Ops	95.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	WESTECH RIGGING SUP (Purchase)	Electric Utility-Ops General	508.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SANTA CLARA WINDUST (Purchase)	Electric Utility-Ops General	1,457.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	725.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	MCMASTER-CARR (Purchase)	Electric Utility-Ops General	319.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	40.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	GL HUYETT (Purchase)	Electric Utility-Ops General	162.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	SERV-A-PURE COMPANY (Purchase)	Electric Utility-Ops General	393.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	VSP*LABELMASTER (Purchase)	Electric Utility-Ops General	214.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601371	PC0526EDVR	GL HUYETT (Purchase)	Electric Utility-Ops General	7.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SCC PERMIT CENTER (Purchase)	Electric Utility-Ops General	1,000.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SCC PERMIT CENTER (Purchase)	Electric Utility-Ops General	1,000.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SERVICE FEE (Purchase)	Electric Utility-Ops General	22.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SERVICE FEE (Purchase)	Electric Utility-Ops General	22.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	DITCH WITCH WEST (Purchase)	Electric Utility-Ops General	2,154.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	43.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	62.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	21.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	31.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	25.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	12.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE UPS STORE 6844 (Purchase)	Electric Utility-Ops General	28.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	57.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	85.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	OMEGA INDUSTRIAL SU (Purchase)	Electric Utility-Ops General	175.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	FARWEST*FARWEST LIN (Purchase)	Electric Utility-Ops General	365.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	BELL ELECTRICAL SUP (Purchase)	Electric Utility-Ops General	113.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	3,712.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	BELL ELECTRICAL SUP (Purchase)	Electric Utility-Ops General	32.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	1,064.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	600.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	689.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	366.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	439.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	OUTDOOR SUPPLY CAPI (Purchase)	Electric Utility-Ops General	7.39
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops	37.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HARBOR FREIGHT TOOL (Purchase)	Electric Utility-Ops General	195.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	21.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	CAMPBELL METAL SUPP (Purchase)	Electric Utility-Ops General	85.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	BATTERIES PLUS 047 (Purchase)	Electric Utility-Ops General	175.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SANTA CLARA LIGHTIN (Purchase)	Electric Utility-Ops General	131.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	NAPA STORE 4562017 (Purchase)	Electric Utility-Ops General	15.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON.COM*BV65P72U (Purchase)	Electric Utility-Ops General	375.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON.COM*SU9OO6HQ (Purchase)	Electric Utility-Ops General	298.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	1000BULBS.COM (Purchase)	Electric Utility-Ops General	1,482.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	208.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SP USA CONTAINERS (Purchase)	Electric Utility-Ops General	329.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SP USA CONTAINERS (Purchase)	Electric Utility-Ops General	117.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	346.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON.COM*DK5UP3EA (Purchase)	Electric Utility-Ops General	296.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	97.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	94.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	127.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	LOWES 02790 (Purchase)	Electric Utility-Ops General	1,354.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SQ *MILWAUKEE ELECT (Purchase)	Electric Utility-Ops General	107.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	119.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	9.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	19.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	CSF* RTIC ILO4 (Purchase)	Electric Utility-Ops General	262.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	120.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HITCHCOCK'S GARDEN (Purchase)	Electric Utility-Ops General	207.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	CARPENTER GROUP HAY (Purchase)	Electric Utility-Ops General	307.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	163.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	LOWES 02790 (Purchase)	Electric Utility-Ops General	351.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	102.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	LOWES 02790 (Credit)	Electric Utility-Ops General	-49.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	7.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	LOWES 02790 (Purchase)	Electric Utility-Ops General	298.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	WWW COSTCO COM (Purchase)	Electric Utility-Ops General	555.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	85.60
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops	224.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	COSTCO WHSE 0129 (Purchase)	Electric Utility-Ops General	59.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	74.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	53.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	WWW COSTCO COM (Purchase)	Electric Utility-Ops General	555.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	48.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HNS*HUGHESNET.COM (Purchase)	Electric Utility-Ops General	119.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	COMCAST / XFINITY (Purchase)	Electric Utility-Ops General	67.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	BLUECOSMO (Purchase)	Electric Utility-Ops General	56.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	CERTUS FUSION TRAIN (Purchase)	Electric Utility-Ops General	100.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMERICAN PUBLIC POWER (Credit)	Electric Utility-Ops General	-1,390.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HOTEL CONTESSA (Purchase)	Electric Utility-Ops General	1,117.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HOTEL CONTESSA (Purchase)	Electric Utility-Ops General	1,117.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HOTEL CONTESSA (Credit)	Electric Utility-Ops General	-48.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HOTEL CONTESSA (Credit)	Electric Utility-Ops General	-48.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	ADI SC (Purchase)	Electric Utility-Ops General	200.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	27.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	9.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	510.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	W A HAMMOND DRIERIT (Purchase)	Electric Utility-Ops General	436.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	68.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	7.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	258.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	215.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	1,010.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	83.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	156.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	25.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	REXEL 2081 (Purchase)	Electric Utility-Ops General	233.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	SCHWEITZER ENGINEER (Purchase)	Electric Utility-Ops General	237.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	197.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Construction	62.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Construction	425.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Construction	161.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	63.45
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops	342.59

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	658.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	364.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	676.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	177.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	110.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	EBAY O*20-14581-349 (Purchase)	Electric Utility-Ops General	977.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	ZORO TOOLS INC (Purchase)	Electric Utility-Ops General	867.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	132.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 063 (Purchase)	Electric Utility-Ops General	152.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON.COM*BF1GT254 (Purchase)	Electric Utility-Ops General	455.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE UPS STORE 6844 (Purchase)	Electric Utility-Ops General	117.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE UPS STORE 6844 (Purchase)	Electric Utility-Ops General	65.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	REXEL 2081 (Purchase)	Electric Utility-Construction	1,684.25
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	ANCHOR ELECTRONICS (Purchase)	Electric Utility-Construction	46.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Construction	162.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	WEB (Purchase)	Electric Utility-Ops General	406.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	WEB (Purchase)	Electric Utility-Ops General	96.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	GAYLORD PALMS RSRT (Purchase)	Electric Utility-Ops General	748.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	5.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	89.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	NFPA NATL FIRE PROT (Purchase)	Electric Utility-Ops General	198.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	PANERA BREAD 204482 (Credit)	Electric Utility-Ops General	-15.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	PANERA BREAD 20448 (Purchase)	Electric Utility-Ops General	70.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	SPROUTS FARMERS MAR (Purchase)	Electric Utility-Ops General	11.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	COSTCO WHSE 0129 (Purchase)	Electric Utility-Ops General	51.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	THE SOURCING GROUP (Purchase)	Electric Utility-Ops General	71.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	THE SOURCING GROUP (Purchase)	Electric Utility-Ops General	71.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	THE SOURCING GROUP (Purchase)	Electric Utility-Ops General	71.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	THE SOURCING GROUP (Purchase)	Electric Utility-Ops General	71.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	THE SOURCING GROUP (Purchase)	Electric Utility-Ops General	71.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	SP PLASTIC PRODUCTS (Purchase)	Electric Utility-Ops General	1,717.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	SPI*DIRECTV SERVICE (Purchase)	Electric Utility-Ops General	261.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	189.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	28.99
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops	73.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				General	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	13.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	212.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	ATT*BILL PAYMENT (Purchase)	Electric Utility-Ops General	128.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	SPI*DIRECTV SERVICE (Purchase)	Electric Utility-Ops General	261.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SHERWIN-WILLIAMS721 (Purchase)	Electric Utility-Ops General	70.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	HOMEDEPOT.COM (Purchase)	Electric Utility-Ops General	109.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	13.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP CLK SUPPLIES LLC (Purchase)	Electric Utility-Ops General	48.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	IMLSS UTAH (Purchase)	Electric Utility-Ops General	1,183.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	29.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	114.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	DITCH WITCH WEST (Purchase)	Electric Utility-Ops General	2,297.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	HOMEDEPOT.COM (Purchase)	Electric Utility-Ops General	251.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	72.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	AMAZON MKTPL (Purchase)	Electric Utility-Ops General	15.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	GRAINGER (Purchase)	Electric Utility-Ops General	1,048.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	95.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601372	PC0526EFLD	THE HOME DEPOT 630 (Purchase)	Electric Utility-Ops General	65.76
				Total for Payment No.:		107,714.82

Payment No: 037440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2608 DEBT SERVICE (TANC)	Electric Utility-Ops General	117,194.91
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2607 DEBT SERVICE (SOT)	Electric Utility-Ops General	5,155.00
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2608 TANC A&G	Electric Utility-Ops General	113,455.17
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2608 COTP O&M	Electric Utility-Ops General	160,761.92
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2602 TANC CRR PROG	Electric Utility-Ops General	3,636.43
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2606 SOT FAC CHARGE	Electric Utility-Ops General	4,057.83
2026-07-10	TRANSMISSION AGENCY OF NORTHERN CA	00601471	JUNE 2026	2605 SOT ADMIN COSTS	Electric Utility-Ops General	2,706.11
				Total for Payment No.:		406,967.37

Payment No: 037362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2607 DEBT SERVICE (TANC)	Electric Utility-Ops General	117,194.91
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2606 DEBT SERVICE (SOT)	Electric Utility-Ops General	5,059.00
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2607 TANC A&G	Electric Utility-Ops General	113,455.17
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2607 COTP O&M	Electric Utility-Ops General	160,761.92
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2606 SOT FAC CHARGE	Electric Utility-Ops General	4,057.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRANSMISSION AGENCY OF NORTHERN CA	00600176	MAY 2026	2604 SOT ADMIN COSTS	Electric Utility-Ops General	1,059.06
				Total for Payment No.:		401,587.89

Payment No: W26262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	BANK OF NEW YORK MELLON	00600323	263MAY2026A	WT INT ON ELEC REV BOND 2020-1	Electric Utility-Debt Services	355,454.95
				Total for Payment No.:		355,454.95

Payment No: 037194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CENTRAL 40 LLC	00600453	131576-2026-05	2605 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	326,641.65
				Total for Payment No.:		326,641.65

Payment No: 037202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ELECTRICAL CONSULTANTS INC	00600650	144840	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	193,435.50
2026-06-18	ELECTRICAL CONSULTANTS INC	00600662	144800	CHANGE ORDER 2: ADDITIONAL FUN	Electric Utility-Construction	87,172.39
				Total for Payment No.:		280,607.89

Payment No: 037120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CENTRAL 40 LLC	00599279	131576-2026-04	2604 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	274,212.88
				Total for Payment No.:		274,212.88

Payment No: 037199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DEVELOPMENT GROUP INC	00600581	N31934	EQUIPMENT/HARDWARE/LICENSE S FO	Electric Utility-Construction	261,073.63
2026-06-18	DEVELOPMENT GROUP INC	00600581	N31934	ESTIMATED SHIPPING COSTS FOR E	Electric Utility-Construction	2,850.00
2026-06-18	DEVELOPMENT GROUP INC	00600585	N31964	EQUIPMENT/HARDWARE/LICENSE S FO	Electric Utility-Construction	9,214.39
				Total for Payment No.:		273,138.02

Payment No: 734635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FLEMING ELECTRIC INC	00601139	1099	TRANSFORMER, PAD, 2000 KVA, 48	Electric Utility-Ops General	112,206.37
2026-06-26	FLEMING ELECTRIC INC	00601139	1099	TRANSFORMER, PAD, 2500 KVA, 48	Electric Utility-Ops General	143,454.66
				Total for Payment No.:		255,661.03

Payment No: 037134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HENKELS & MCCOY WEST LLC	00600189	1003	UNDERGROUND CONDUIT INSTALLATI	Electric Utility-Construction	250,252.76
				Total for Payment No.:		250,252.76

Payment No: 037337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ORACLE AMERICA INC	00601170	102129197	PROGRAM TECHNICAL SUPPORT SERV	Electric Utility-Ops General	87,254.21
				Total for Payment No.:		87,254.21

Payment No: 734594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SIEMENS INDUSTRY INC	00601173	5700160945	2.5 HOURS P07 INVOICE: 5700160	Electric Utility-Ops General	637.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SIEMENS INDUSTRY INC	00601175	5700193880	SOFTWARE LICENSE/SUPPORT FOR E	Electric Utility-Ops General	104,000.00
2026-06-26	SIEMENS INDUSTRY INC	00601176	5700195570	SLMA RENEWAL FY 2026-27 ENERGI	Electric Utility-Ops General	109,000.00
2026-06-26	SIEMENS INDUSTRY INC	00601177	5720023025	3.5 HOURS P07 INVOICE: 5720023	Electric Utility-Ops General	892.50
2026-06-26	SIEMENS INDUSTRY INC	00601179	5720023370	HOURS THROUGH WIP 7 INVOICE: 5	Electric Utility-Ops General	1,147.50
				Total for Payment No.:		215,677.50

Payment No: 037293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN RENT - JUNE AND JUL	Electric Utility-Ops General	56,927.49
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN RENT PROP TAX/INS/M	Electric Utility-Ops Restrictd	438.29
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN PGE APRIL AND MAY 2	Electric Utility-Ops General	995.11
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN COMMON AREAS MAY AN	Electric Utility-Ops General	4,884.93
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN COMMON AREAS MAY AN	Electric Utility-Ops Restrictd	311.80
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN RENT - JUNE AND JUL	Electric Utility-Ops Restrictd	3,511.35
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN RENT PROP TAX/INS/M	Electric Utility-Ops General	7,297.94
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN PGE APRIL AND MAY 2	Electric Utility-Ops Restrictd	10.09
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN ELECTRIC UTILITIES	Electric Utility-Ops General	12,090.27
2026-06-26	GAHRAHMAT FAMILY LTD II	00601024	GFLP2-24017	881 MARTIN UTILITIES WTR/SWR F	Electric Utility-Ops General	2,602.13
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	BASE RENT JUNE AND JULY 2026 8	Electric Utility-Ops General	90,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	PROP TAX/MGMT FEE JUNE AND JUL	Electric Utility-Ops General	11,439.45
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	PGE APRIL AND MAY 2026 831/851	Electric Utility-Ops General	1,359.79
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	UTILITIES WATER/SEWER/FIRE MAY	Electric Utility-Ops General	634.27
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	COMM AREA APRIL AND MAY 2026 8	Electric Utility-Ops General	3,251.30
2026-06-26	GAHRAHMAT FAMILY LTD II	00601025	GFLP2-24019	SVP ELECTRIC UTILITY APRIL AND	Electric Utility-Ops General	1,282.90
				Total for Payment No.:		197,037.11

Payment No: 037443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	US DEPT OF ENERGY	00601467	NNPB000270626R	2607 WAPA RESTORATION FUND	Electric Utility-Ops General	195,155.66
				Total for Payment No.:		195,155.66

Payment No: 037172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	US DEPT OF ENERGY	00599293	NNPB000270526R	2606 WAPA RESTORATION FUND	Electric Utility-Ops General	195,155.66
				Total for Payment No.:		195,155.66

Payment No: 734824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		175,435.00

Payment No: 734810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FIRST AMERICAN TITLE COMPANY	00601488	NCS-1281505-SC	3800 BASSETT ST LOT 2 EASEMENT	Electric Utility-Construction	172,256.00
				Total for Payment No.:		172,256.00

Payment No: 734317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	DELTA STAR	00599932	PI008564	CHANGE ORDER 1: LABOR	Electric Utility-Ops General	3,000.00
2026-06-12	DELTA STAR	00599932	PI008564	CHANGE ORDER 1: EQUIPMENT	Electric Utility-Ops General	1,002.00
2026-06-12	DELTA STAR	00599932	PI008564	CHANGE ORDER 1: PROCESSING RIG	Electric Utility-Ops General	2,500.00
2026-06-12	DELTA STAR	00599933	PI009051	CHANGE ORDER 2: PREVAILING WA	Electric Utility-Ops General	1,104.00
2026-06-12	DELTA STAR	00599934	PI007433A	LOAD STUDY FOR SRS TRANSFORMER	Electric Utility-Ops General	9,700.00
2026-06-12	DELTA STAR	00599934	PI007433A	INTERNAL INSPECTION FOR SRS TR	Electric Utility-Ops General	55,194.00
2026-06-12	DELTA STAR	00599934	PI007433A	LABOR FOR SRS TRANSFORMER 2 (P	Electric Utility-Ops General	14,146.00
2026-06-12	DELTA STAR	00599935	PI007551	LOAD STUDY FOR KRS TRANSFORMER	Electric Utility-Ops General	9,700.00
2026-06-12	DELTA STAR	00599935	PI007551	INTERNAL INSPECTION FOR KRS TR	Electric Utility-Ops General	55,194.00
2026-06-12	DELTA STAR	00599935	PI007551	LABOR FOR KRS TRANSFORMER 1 (P	Electric Utility-Ops General	14,146.00
2026-06-12	DELTA STAR	00599936	PI008647	CHANGE ORDER 1: LABOR	Electric Utility-Ops General	4,275.00
2026-06-12	DELTA STAR	00599936	PI008647	CHANGE ORDER 1: PREVAILING WAG	Electric Utility-Ops General	477.75
				Total for Payment No.:		170,438.75

Payment No: 037230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MSR ENERGY AUTHORITY	00600477	EA2517	2605 NATURAL GAS PURCH DVR	Electric Utility-Ops General	165,594.19
2026-06-18	MSR ENERGY AUTHORITY	00600477	EA2517	2605 NATURAL GAS PURCH GIA	Electric Utility-Ops General	4,402.06
				Total for Payment No.:		169,996.25

Payment No: 734365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	RISING EDGE GROUP	00599940	5101-1	PROJECT MANAGER STRAIGHT TIME	Electric Utility-Ops General	1,800.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	ESTIMATOR STRAIGHT TIME	Electric Utility-Ops General	510.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	PROJECT CONTROLLER STRAIGHT TI	Electric Utility-Ops General	720.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	TEST SUPERVISOR MOBILIZATION A	Electric Utility-Ops General	25,200.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	TEST SUPERVISOR STRAIGHT TIME	Electric Utility-Ops General	28,000.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	TEST SUPERVISOR DOUBLE TIME	Electric Utility-Ops General	12,600.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	SENIOR TEST TECH (TEST A) MOBI	Electric Utility-Ops General	23,200.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	SENIOR TEST TECH (TEST A) STRA	Electric Utility-Ops General	26,560.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	SENIOR TEST TECH (TEST A) DOUB	Electric Utility-Ops General	11,600.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	DAILY LODGING & M&IE	Electric Utility-Ops General	14,107.52
2026-06-12	RISING EDGE GROUP	00599940	5101-1	SERVICE TRUCK	Electric Utility-Ops General	2,750.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	5KV/15KV MEGGER/10A DUCTOR	Electric Utility-Ops General	2,000.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	HIGH AMPERAGE DUCTOR (DLRO)	Electric Utility-Ops General	3,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	RISING EDGE GROUP	00599940	5101-1	VARIABLE VOLTAGE/CURRENT SUPPL	Electric Utility-Ops General	600.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	TESTING SOFTWARE	Electric Utility-Ops General	4,000.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	TRANSFORMER TEST SET	Electric Utility-Ops General	2,500.00
2026-06-12	RISING EDGE GROUP	00599940	5101-1	AC HI POTENTIAL (HIGH)	Electric Utility-Ops General	7,000.00
				Total for Payment No.:		166,147.52

Payment No: 037373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00600417	298045	2603 20260310-FIBER-01816	Electric Utility-Construction	21,310.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601417	239081	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	15,263.77
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601418	239865	FLAGGER-DAILY RATE	Electric Utility-Ops General	2,128.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601418	239865	FLAGGER-STRAIGHT TIME	Electric Utility-Ops General	1,064.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601418	239865	JOURNEYMAN LINEMAN-STRAIGHT TI	Electric Utility-Ops General	936.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601418	239865	3-PERSON CREW FOR AERIAL SERVI	Electric Utility-Ops General	16,900.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00601419	298041	CHANGE ORDER 1: EQUIPMENT, SUB	Electric Utility-Ops General	6,459.42
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00600112	291388	2512 20251003-FIBER-01784	Electric Utility-Construction	14,150.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00600213	297875	2603 20260211-FIBER-01375	Electric Utility-Construction	70,785.00
2026-06-26	WEST VALLEY CONSTRUCTION CO INC	00600223	297956	2601 CALL3-28 20250408-FIBER	Electric Utility-Construction	14,649.60
				Total for Payment No.:		163,645.79

Payment No: 734753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PHILADELPHIA GEAR	00601391	63470	PART #IR 163834-1, PARTS FOR R	Electric Utility-Construction	159,248.00
				Total for Payment No.:		159,248.00

Payment No: 037332

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MVA POWER INC	00600891	I0000182	PART NUMBER: 600S80YT6B TUBE,	Electric Utility-Construction	17,654.82
2026-06-26	MVA POWER INC	00600890	I0000179	PART NUMBER: 600S80YT6B TUBE,	Electric Utility-Construction	141,238.59
				Total for Payment No.:		158,893.41

Payment No: 734945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA UNIVERSITY	00601531	5938JUL2026	FY2026-27SUSTAIN FUTURE PROG	Electric Utility-Ops General	75,000.00
2026-07-10	SANTA CLARA UNIVERSITY	00601532	5938JUL2026A	FY2026-27SUSTAIN FUTURE PROG	Electric Utility-Ops General	70,720.00
				Total for Payment No.:		145,720.00

Payment No: 037371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	US DEPT OF ENERGY	00599999	1027736	CY26 ANNUAL INSPECTIONS	Electric Utility-Ops General	9,152.75
2026-06-26	US DEPT OF ENERGY	00600421	NNPB000270526	2605 BASE RESOURCE/POWER BILL	Electric Utility-Ops General	831,050.87
2026-06-26	US DEPT OF ENERGY	00600421	NNPB000270526	2605 WREGIS PASSTHRU CHARGES	Electric Utility-Ops General	251.48
2026-06-26	US DEPT OF ENERGY	00600421	NNPB000270526	2605 CVP O&M FUNDING CREDIT	Electric Utility-Ops General	-721,800.00
2026-06-26	US DEPT OF ENERGY	00600438	NNPB000270526S	2605 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	27,038.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		145,693.67

Payment No: 037235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MVA POWER INC	00600587	I0000185	PART NUMBER: 800S80YT6B TUBE,	Electric Utility-Construction	2,753.76
2026-06-18	MVA POWER INC	00600587	I0000185	PART NUMBER: 600S80YT6B TUBE,	Electric Utility-Construction	135,942.14
				Total for Payment No.:		138,695.90

Payment No: 037251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	STANTEC CONSULTING SERVICES	00600605	2561951	CHANGE ORDER 8 (IN CORRELATION	Electric Utility-Construction	39,228.00
2026-06-18	STANTEC CONSULTING SERVICES	00600648	2561952	CHANGE ORDER 7 (CHANGE ORDER 9	Electric Utility-Construction	87,764.68
2026-06-18	STANTEC CONSULTING SERVICES	00600648	2561952	CHANGE ORDER 8 (IN CORRELATION	Electric Utility-Construction	7,415.82
				Total for Payment No.:		134,408.50

Payment No: 037376

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600888	11572	CUSTOM ENGINEERED 60 KV TUBULA	Electric Utility-Construction	14,133.87
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 115 KV TUBUL	Electric Utility-Construction	11,107.36
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 115 KV TUBUL	Electric Utility-Construction	8,671.13
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600888	11572	CUSTOM ENGINEERED 60 KV TUBULA	Electric Utility-Construction	11,820.42
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600888	11572	CUSTOM ENGINEERED 60 KV TUBULA	Electric Utility-Construction	8,059.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 230 KV TUBUL	Electric Utility-Construction	25,992.52
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 230 KV TUBUL	Electric Utility-Construction	12,684.03
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 230 KV TUBUL	Electric Utility-Construction	6,452.42
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 115 KV TUBUL	Electric Utility-Construction	3,145.22
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	CUSTOM ENGINEERED 230 KV TUBUL	Electric Utility-Construction	13,544.03
2026-06-26	WESTERN UTILITY TELECOM, INC.	00600889	INV000347	GALVANIZING REPAIR KIT QUANTIT	Electric Utility-Construction	65.41
				Total for Payment No.:		115,676.38

Payment No: 037126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	DEVELOPMENT GROUP INC	00600190	31857	PARTS AND MATERIALS FOR SECURI	Electric Utility-Construction	16,668.75
2026-06-12	DEVELOPMENT GROUP INC	00600173	31470	ADDITIONAL PROFESSIONAL SERVIC	Electric Utility-Construction	95,793.75
				Total for Payment No.:		112,462.50

Payment No: 734785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UDC	00600892	107483	DESIGN SYSTEM ARCHITECTURE/DET	Electric Utility-Construction	109,149.18
				Total for Payment No.:		109,149.18

Payment No: 037239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600637	S008069076.001	CUTOUT FUSEHOLDER, OH, 15KV, T	Electric Utility-Ops General	3,758.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600656	S007909437.011	PART NUMBER T150715T13HT	Electric Utility-Construction	2,447.43
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600655	S007909437.015	PART NUMBER SE0715T13HT CLAMP	Electric Utility-Construction	2,591.85
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600656	S007909437.011	PART NUMBER TTOP715T13HT	Electric Utility-Construction	6,831.77
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER SE0715T13HT CLAMP	Electric Utility-Construction	19,623.97
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER P300042SSAAC INSUL	Electric Utility-Construction	4,296.93
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER P300042SSAAD INSUL	Electric Utility-Construction	13,434.45
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER HWA500	Electric Utility-Construction	150.36
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	MANUFACTURER CANTEX	Electric Utility-Construction	153.65
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER HBA300 BOLT, HEX H	Electric Utility-Construction	669.48
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER HNA500 NUT, HEX, 1	Electric Utility-Construction	96.03
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600657	S007909437.017	PART NUMBER 55-09-31-05 TITAN	Electric Utility-Construction	5,525.91
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600665	S008113350.009	PART NUMBER MACLEAN GCC21-78R2	Electric Utility-Construction	214.62
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600665	S008113350.009	PART NUMBER MACLEAN GCC21-78R2	Electric Utility-Construction	42.92
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER - SD130S CLAMP - D	Electric Utility-Construction	6,705.95
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER - ACTS-150 CLAMP -	Electric Utility-Construction	237.02
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER - HPI-55-4 INSULAT	Electric Utility-Construction	61.58
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER J1089 WASHER, ROUN	Electric Utility-Construction	39.91
2026-06-18	ONESOURCE SUPPLY SOLUTIONS	00600730	S008163382.002	PART NUMBER 8805	Electric Utility-	7.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	LLC			BOLT, SQUARE	Construction	
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER AFCHT10T FILLER CO	Electric Utility-Construction	946.11
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER E1020823 ANCHOR, D	Electric Utility-Construction	940.09
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER GDE-1107 GUY GRIP,	Electric Utility-Construction	13.49
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER YCS059030 Y-CLEVIS	Electric Utility-Construction	1,143.63
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER GDE-1106 GUY GRIP,	Electric Utility-Construction	9.04
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER C635880 GROUND ROD	Electric Utility-Construction	201.63
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER A52EA42 CONDUIT, P	Electric Utility-Construction	309.04
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER 5133821 ELBOW, PVC	Electric Utility-Construction	71.15
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600730	S008163382.002	PART NUMBER J1088 WASHER, ROUN	Electric Utility-Construction	13.55
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600732	S008163382.004	PART NUMBER BC30 BALL - CLEVIS	Electric Utility-Construction	868.98
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600734	S008163382.003	PART NUMBER GDE-1108 GUY GRIP,	Electric Utility-Construction	155.70
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600735	S008163382.006	PART NUMBER UTF-1210 TIE, WIRE	Electric Utility-Construction	49.79
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600735	S008163382.006	PART NUMBER FGW 2B 8Y GUY MARK	Electric Utility-Construction	29.27
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600731	S008163382.005	PART NUMBER GAR6429 GROUND CLA	Electric Utility-Construction	151.57
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600733	S008163382.001	PART NUMBER - ASD-45-N CLAMP,	Electric Utility-Construction	115.89
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER TLS-0206 CLAMP - T	Electric Utility-Construction	5,418.63
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER MG-0154 GUARD, LIN	Electric Utility-Construction	938.36

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER YCS04 Y-CLEVIS - E	Electric Utility-Construction	278.55
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PIPE STRUT, STEEL, 2-1/2 IN, S	Electric Utility-Construction	182.19
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER 12251A EXTENSION R	Electric Utility-Construction	314.16
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER CTC58 COUPLER, FOR	Electric Utility-Construction	88.35
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER GAR1829 GROUND CLA	Electric Utility-Construction	202.95
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER ALNOX10T ELECTRICA	Electric Utility-Construction	156.39
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER F570963 DOUBLE TRU	Electric Utility-Construction	1,785.85
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600736	S008163382.011	PART NUMBER DG2D1 SIDEWALK STR	Electric Utility-Construction	112.93
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600739	S008163382.008	PART NUMBER - ASH-55 SHACKLE,	Electric Utility-Construction	234.92
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600740	S008163382.010	PART NUMBER BW500 WASHER, BELL	Electric Utility-Construction	19.75
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600741	S008163382.012	PART NUMBER 79619-4001 YOKE PL	Electric Utility-Construction	5,116.55
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600742	S008163382.015	PART NUMBER SE0715T13HT CLAMP	Electric Utility-Construction	16,990.95
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600737	S008163382.007	PART NUMBER 12585H EYENUT, FOR	Electric Utility-Construction	206.70
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600738	S008163382.009	PART NUMBER YGA282N CONNECTOR,	Electric Utility-Construction	64.33
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600743	S008163382.014	PART NUMBER GDE-1104 GUY GRIP,	Electric Utility-Construction	7.67
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600745	S008163382.016	PART NUMBER HBB150 BOLT, MACHI	Electric Utility-Construction	54.00
2026-06-18	ONESOURCE SUPPLY SOLUTIONS LLC	00600744	S008163382.013	PART NUMBER FSA-88A-5 CLEVIS,	Electric Utility-Construction	70.76
				Total for Payment No.:		104,152.09

Payment No: 734352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MICROSOFT CORP	00599163	3206472	COMM EV CHRG RBT ACT 65469-06	Electric Utility-Ops Restrictd	104,000.00
				Total for Payment No.:		104,000.00

Payment No: 734293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	APPLIED MATERIALS	00599159	3632026	COMM EV CHRG RBT ACT 64266-01	Electric Utility-Ops Restrictd	96,000.00
				Total for Payment No.:		96,000.00

Payment No: 000204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00600040	1899	881 MARTIN	Electric Utility-Ops General	12,250.00
				Total for Payment No.:		12,250.00

Payment No: 734864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00600644	0008528080-8	2604 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	92,542.53
2026-07-10	PG&E	00600644	0008528080-8	2604 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	613.23
				Total for Payment No.:		93,155.76

Payment No: 037110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AECOM TECHNICAL SERVICES, INC	00600200	2001137942	CHANGE ORDER 2: ADDITIONAL SER	Electric Utility-Construction	90,439.95
				Total for Payment No.:		90,439.95

Payment No: 037138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	INFOSEND INC	00598749	305780	ELECT DEPT JAN 2026 INSERT	Electric Utility-Ops General	31.70
2026-06-12	INFOSEND INC	00598750	307501	ELEC DEPT MARCH 2026 INSERT	Electric Utility-Ops Restrictd	2,731.06
2026-06-12	INFOSEND INC	00598749	305780	ELEC DEPT FEB 2026 INSERT	Electric Utility-Ops General	2,728.38
2026-06-12	INFOSEND INC	00598750	307501	ELEC DEPT FEB 2026 INSERT	Electric Utility-Ops General	46.67
				Total for Payment No.:		5,537.81

Payment No: 037183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AIR PRODUCTS & CHEMICALS	00599879	435418621	2605 PURCHASE DEMAND REDUCTION	Electric Utility-Ops General	87,360.00
				Total for Payment No.:		87,360.00

Payment No: 037311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	COMMS AND SYSTEM TECHNICIAN FO	Electric Utility-Ops General	1,952.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	NEW 100 LBS CO2 TANKS	Electric Utility-Ops General	39,134.41
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601244	102861	TRUCK CHARGE (CT2)	Electric Utility-Ops General	210.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601244	102861	COMMS AND SYSTEM TECHNICIAN FO	Electric Utility-Ops General	1,952.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601244	102861	CO2	Electric Utility-Ops General	2,792.04
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601244	102861	COMM AND SYSTEM TECHNICIAN LAB	Electric Utility-Ops General	11,712.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	CO2 HOSES	Electric Utility-Ops General	4,445.75
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	CO2	Electric Utility-Ops General	2,776.14

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	COMM AND SYSTEM TECHNICIAN LAB	Electric Utility-Ops General	11,712.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601241	102482	TRUCK CHARGE (CT1)	Electric Utility-Ops General	210.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601242	102485	PERFORM A CO2 CONCENTRATION TE	Electric Utility-Ops General	3,904.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601242	102485	TRUCK CHARGE FOR CO2 CONCENTRA	Electric Utility-Ops General	210.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601243	102486	COMM AND SYSTEMS TECHNICIAN LA	Electric Utility-Ops General	3,904.00
2026-06-26	INTELLIGENT TECHNOLOGIES & SVC	00601243	102486	TRUCK CHARGE FOR CO2 CONCENTRA	Electric Utility-Ops General	210.00
				Total for Payment No.:		85,124.34

Payment No: 037407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	DNV ENERGY SERVICES USA INC	00601529	875010020427	YP2605 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	18,128.18
2026-07-10	DNV ENERGY SERVICES USA INC	00601529	875010020427	YP2605 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	28,016.28
2026-07-10	DNV ENERGY SERVICES USA INC	00601529	875010020427	YP2605 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	5,768.06
2026-07-10	DNV ENERGY SERVICES USA INC	00601529	875010020427	YP2605 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	14,832.15
2026-07-10	DNV ENERGY SERVICES USA INC	00601529	875010020427	YP2605 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	15,656.14
				Total for Payment No.:		82,400.81

Payment No: 037161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STANTEC CONSULTING SERVICES	00599726	2545698	CHANGE ORDER 5 (CHANGE ORDER 8	Electric Utility-Construction	3,206.68
2026-06-12	STANTEC CONSULTING SERVICES	00599726	2545698	CHANGE ORDER 6 (CHANGE ORDER 9	Electric Utility-Construction	63,743.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STANTEC CONSULTING SERVICES	00599726	2545698	CHANGE ORDER 7 (CHANGE ORDER 9	Electric Utility-Construction	6,356.32
2026-06-12	STANTEC CONSULTING SERVICES	00599937	2564727	ENGINEERING SERVICES AND TO SE	Electric Utility-Construction	5,662.00
				Total for Payment No.:		78,968.00

Payment No: 037408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FLYNN RESOURCE CONSULTANTS INC	00601523	1937	2605 CAISO,CRR,PG&E,LITIG SVC	Electric Utility-Ops General	32,461.60
2026-07-10	FLYNN RESOURCE CONSULTANTS INC	00601523	1937	2605 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	44,075.15
				Total for Payment No.:		76,536.75

Payment No: 734443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CALIF ENERGY RESOURCES CONSERVATION	00599445	4606	FY2627 FACILITY COMPLIANCE FEE	Electric Utility-Ops General	71,925.00
				Total for Payment No.:		71,925.00

Payment No: 037128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	FLYNN RESOURCE CONSULTANTS INC	00599285	1933	2604 CAISO,CRR,PG&E,LITIG SVC	Electric Utility-Ops General	29,530.00
2026-06-12	FLYNN RESOURCE CONSULTANTS INC	00599285	1933	2604 TRANS SYS ANALYSIS& ENG	Electric Utility-Ops General	42,287.10
				Total for Payment No.:		71,817.10

Payment No: 037200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVC [redacted]	[redacted]	[redacted]
				Total for Payment No.:		70,274.00

Payment No: 734694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CRESCO EQUIPMENT RENTALS	00600856	6579264-0003B	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	28,844.36
2026-06-26	CRESCO EQUIPMENT RENTALS	00600857	6617590-0002	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	308.84
2026-06-26	CRESCO EQUIPMENT RENTALS	00601217	6548312-0001	CHANGE ORDER 1: BARRICADES BIK	Electric Utility-Ops General	6,994.91
2026-06-26	CRESCO EQUIPMENT RENTALS	00601219	6548312-0002	BARRICADES BIKE RACK 6-1/2 FOO	Electric Utility-Ops General	6,776.66
2026-06-26	CRESCO EQUIPMENT RENTALS	00601224	6548312-0003	BARRICADES BIKE RACK 6-1/2 FOO	Electric Utility-Ops General	6,815.48
2026-06-26	CRESCO EQUIPMENT RENTALS	00601226	6548312-0005	BARRICADES BIKE RACK 6-1/2 FOO	Electric Utility-Ops General	6,815.48
2026-06-26	CRESCO EQUIPMENT RENTALS	00601228	6595167-0001	GIANERA EQUIPMENT RENTALS	Electric Utility-Ops General	2,732.78
2026-06-26	CRESCO EQUIPMENT RENTALS	00601018	6625122-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	2,044.64
2026-06-26	CRESCO EQUIPMENT RENTALS	00601225	6548312-0004	BARRICADES BIKE RACK 6-1/2 FOO	Electric Utility-Ops General	6,815.48
				Total for Payment No.:		68,148.63

Payment No: 037336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00600893	S008011664.005	PART NUMBER MACLEAN UCB30-55-E	Electric Utility-Construction	10,488.66
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00600894	S008011664.006	PART NUMBER MACLEAN UCB30-25.5	Electric Utility-Construction	3,303.87
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00600895	S008011664.007	PART NUMBER MACLEAN UCB30-24-2	Electric Utility-Construction	2,125.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00600938	S008325809.001	CLAMP, DEAD-END, 12KV, HOT LIN	Electric Utility-Ops General	8,376.12
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00600938	S008325809.001	FAULT INDICATOR - 800/1600 AMP	Electric Utility-Ops General	24,084.64
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601407	S008155592.001	CONNECTOR, OH, PARALLEL GROOVE	Electric Utility-Ops General	2,853.50
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601409	S008279072.002	ADAPTER, RISER, PVC TRANSITION	Electric Utility-Ops General	560.82
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601408	S008245486.001	CLAMP - TRUNNION - INSULATOR -	Electric Utility-Ops General	3,154.22
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601409	S008279072.002	CONNECTOR, SUBMERSIBLE, 3 POSI	Electric Utility-Ops General	4,289.03
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601410	S008217522.001	WASHER, SPRING, CLIP 3/8" DIA.	Electric Utility-Ops General	2,568.15
2026-06-26	ONESOURCE SUPPLY SOLUTIONS LLC	00601411	S008304249.001	CLAMP, DEAD-END, 12KV, HOT LIN	Electric Utility-Ops General	5,584.08
				Total for Payment No.:		67,389.06

Payment No: 734401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FIRST AMERICAN TITLE COMPANY	00600548	NCS-1222142E-SC	3610 BASSETT ST EASEMENT	Electric Utility-Construction	67,240.00
				Total for Payment No.:		67,240.00

Payment No: 037143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LEIDOS ENGINEERING, LLC	00599938	INV-0016076016	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	322.95
2026-06-12	LEIDOS ENGINEERING, LLC	00600188	INV-0015945884	NERC COMPLIANCE SUPPORT RELATE	Electric Utility-Ops General	65,353.33
				Total for Payment No.:		65,676.28

Payment No: 734525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	RTS RELIABILITY TESTING	00600564	186116	BLACK BUTTE RELIABILITY/PDM SE	Electric Utility-Ops General	5,041.00
2026-06-18	RTS RELIABILITY TESTING	00600567	186117	DVR RELIABILITY/PDM SERVICES -	Electric Utility-Ops General	7,924.00
2026-06-18	RTS RELIABILITY TESTING	00600569	186119	GIANERA RELIABILITY/PDM SERVIC	Electric Utility-Ops General	4,929.00
2026-06-18	RTS RELIABILITY TESTING	00600570	186120	STONY GORGE RELIABILITY/PDM SE	Electric Utility-Ops General	5,078.00
2026-06-18	RTS RELIABILITY TESTING	00600573	186121	SUBSTATIONS QUARTERLY RELIABIL	Electric Utility-Ops General	39,394.50
				Total for Payment No.:		62,366.50

Payment No: 037328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MILTON SECURITY GROUP LLC	00600419	2026FMF444	2605 NOC/SOC SERVICES	Electric Utility-Ops General	23,040.00
2026-06-26	MILTON SECURITY GROUP LLC	00600419	2026FMF444	2605 AMI/MDMS PROJECT SUPPRT	Electric Utility-Ops General	19,200.00
2026-06-26	MILTON SECURITY GROUP LLC	00600419	2026FMF444	2605 OSISOFT PI SYSTEM SVC	Electric Utility-Ops General	14,400.00
2026-06-26	MILTON SECURITY GROUP LLC	00600419	2026FMF444	2605 SHAREPOINT SUPPORT/MGMT	Electric Utility-Ops General	4,800.00
				Total for Payment No.:		61,440.00

Payment No: 037423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MAZE & ASSOC	00601776	54815	ELECTRIC	Electric Utility-Ops General	20,609.00
				Total for Payment No.:		20,609.00

Payment No: 734866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00600782	0008528794-4	2605 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	54,103.32
2026-07-10	PG&E	00600782	0008528794-4	2605 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	1,041.24
				Total for Payment No.:		55,144.56

Payment No: 734565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CAPITOL CORRIDOR JOINT POWERS	00601141	974D-1	UPRR AGNEW SIDING. FUNDING: SV	Electric Utility-Construction	2,611.59
				Total for Payment No.:		2,611.59

Payment No: 037292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	MILEAGE FOR THREE (3) VEHICLES	Electric Utility-Ops General	1,196.70
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	ONE (1) SUPERVISOR ST	Electric Utility-Ops General	10,360.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	ONE (1) SUPERVISOR OT	Electric Utility-Ops General	3,191.25
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	TWO (2) TECHNICIANS ST	Electric Utility-Ops General	18,480.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	LODGING FOR THREE (3) EMPLOYEE	Electric Utility-Ops General	5,184.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	MEALS FOR THREE (3) EMPLOYEES	Electric Utility-Ops General	2,484.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	TWO (2) TECHNICIANS OT	Electric Utility-Ops General	5,692.50
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	ONE (1) SUPERVISOR DT	Electric Utility-Ops General	1,110.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	TWO (2) TECHNICIANS ST	Electric Utility-Ops General	3,960.00
2026-06-26	ELECTRICAL MAINTENANCE	00601045	26-4903-4	MATERIALS/SHIPPING	Electric Utility-Ops General	1,793.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		53,451.66

Payment No: 734318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	DELTA TECH SERVICE INC	00599915	0018454-IN	UNIT 1 (LM6000) RESERVOIR CLEA	Electric Utility-Ops General	51,740.96
				Total for Payment No.:		51,740.96

Payment No: 037329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	Electric Utility-Ops General	480.58
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	Electric Utility-Ops General	5,016.79
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599970	0000571379	DEBRIS BIN HAULING MAY 2026	Electric Utility-Ops General	3,594.16
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599971	0000572351	SVP 881 MARTIN SVC JUNE 2026	Electric Utility-Ops General	1,244.50
				Total for Payment No.:		10,336.03

Payment No: 037425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NALCO CO	00601563	6604042915	2605 SOLN 500ML POLYMER REAGNT	Electric Utility-Ops General	1,059.08
2026-07-10	NALCO CO	00601563	6604042915	2605 TOTAL OTHER FREIGHT CHRGS	Electric Utility-Ops General	57.62
2026-07-10	NALCO CO	00601563	6604042915	2605 FREIGHT SURCHARGE	Electric Utility-Ops General	0.30
2026-07-10	NALCO CO	00601568	6604101012	2606 PERMACLEAN# PC-11	Electric Utility-Ops General	4,022.34
2026-07-10	NALCO CO	00601568	6604101012	2606 PERMATREAT# PC-191T	Electric Utility-Ops General	2,732.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NALCO CO	00601568	6604101012	2606 3D TRASAR# 3DT120	Electric Utility-Ops General	8,417.11
2026-07-10	NALCO CO	00601568	6604101012	2606 FREIGHT SURCHARGE	Electric Utility-Ops General	99.20
2026-07-10	NALCO CO	00601569	6603994820	2604 PERMATREAT# PC-191T	Electric Utility-Ops General	2,732.51
2026-07-10	NALCO CO	00601569	6603994820	2604 FREIGHT SURCHARGE	Electric Utility-Ops General	20.55
2026-07-10	NALCO CO	00600776	6603982708	2604 FREIGHT SURCHARGE	Electric Utility-Ops General	155.41
2026-07-10	NALCO CO	00600777	6671000554	2605 MONTHLY SERVICE FEE	Electric Utility-Ops General	1,202.21
2026-07-10	NALCO CO	00600778	6671013448	2606 MONTHLY SERVICE FEE	Electric Utility-Ops General	1,202.21
2026-07-10	NALCO CO	00600784	6670987116	2604 MONTHLY SERVICE FEE	Electric Utility-Ops General	1,202.21
2026-07-10	NALCO CO	00600865	6603974053	2604 3D TRASAR# 3DT120	Electric Utility-Ops General	8,417.10
2026-07-10	NALCO CO	00600865	6603974053	2604 FREIGHT SURCHARGE	Electric Utility-Ops General	62.20
2026-07-10	NALCO CO	00600776	6603982708	2604 PERMACLEAN# PC-11	Electric Utility-Ops General	4,022.34
2026-07-10	NALCO CO	00600776	6603982708	2604 FERRALYTE# 8131	Electric Utility-Ops General	5,246.23
2026-07-10	NALCO CO	00600776	6603982708	2604 3D TRASAR# 3DT179	Electric Utility-Ops General	10,233.54
				Total for Payment No.:		50,884.67

Payment No: 037234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MUSLIM COMMUNITY ASSOCIATION	00599446	2025-NPSG-003	NON PRFT SOLAR GRT ACT 3565001	Electric Utility-Ops Restrictd	50,582.48
				Total for Payment No.:		50,582.48

Payment No: 734723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	FIELD LABOR PROJECT MANAGER ST	Electric Utility-Ops General	1,488.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	FIELD LABOR PROJECT MANAGER OV	Electric Utility-Ops General	1,040.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	FIELD LABOR STEAM SERVICE SPEC	Electric Utility-Ops General	21,306.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	FIELD LABOR STEAM SERVICE SPEC	Electric Utility-Ops General	4,237.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	SHOP LABOR TEST 3 SAFETY'S STR	Electric Utility-Ops General	1,904.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	SHOP LABOR TEST 3 SAFETY'S OVE	Electric Utility-Ops General	1,328.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	LIFT ASSIST DEVICE EVT RENTAL	Electric Utility-Ops General	530.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	HOTEL & PER DIEM	Electric Utility-Ops General	4,700.87
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	SERVICE TRUCK	Electric Utility-Ops General	1,260.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	FREIGHT	Electric Utility-Ops General	245.80
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	PARTS	Electric Utility-Ops General	3,557.49
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	MILEAGE	Electric Utility-Ops General	671.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	EVT 8 PSVS (FIELD) PRIOR TO OU	Electric Utility-Ops General	5,444.00
2026-06-26	INDUSTRIAL SERVICE SOLUTIONS LLC	00601229	0077874-DM	SMALL TEST STAND	Electric Utility-Ops General	875.00
				Total for Payment No.:		48,587.16

Payment No: 037309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INFOSEND INC	00600160	309354	ELEC DEPT - MARCH INSERT	Electric Utility-Ops Restrictd	22.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INFOSEND INC	00600160	309354	ELEC DEPT - APRIL INSERT	Electric Utility-Ops Restrictd	1,378.04
2026-06-26	INFOSEND INC	00600160	309354	ELEC DEPT - APRIL INSERT	Electric Utility-Ops Restrictd	1,378.04
				Total for Payment No.:		2,778.73

Payment No: 734930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ORLAND UNIT WATER USERS ASSN.	00600874	2031JUN2026A	CY2025 ANNUAL PYMT BLACK BUTTE	Electric Utility-Ops General	10,211.85
2026-07-10	ORLAND UNIT WATER USERS ASSN.	00600874	2031JUN2026A	CY2025 ANNUAL PYMT STONY GORGE	Electric Utility-Ops General	33,906.71
2026-07-10	ORLAND UNIT WATER USERS ASSN.	00600874	2031JUN2026A	CY2025 ANNUAL PYMT HIGH LINE	Electric Utility-Ops General	990.86
				Total for Payment No.:		45,109.42

Payment No: 734557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WILSON BUNKER HILL LLC	00599447	4149662	MULTI FM EV COMM RBT	Electric Utility-Ops Restrictd	45,000.00
				Total for Payment No.:		45,000.00

Payment No: 734748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	24,742.31
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	6,050.66
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	39.81
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	39.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	11,440.32
2026-06-26	ORLAND UNIT WATER USERS ASSN.	00600080	2031JUN2026	2605 STONY CREEK HYDRO EXP	Electric Utility-Ops General	39.80
				Total for Payment No.:		42,352.70

Payment No: 037363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRC	00601038	124906	ADDITIONAL FUNDIND FOR CONSTRU	Electric Utility-Street Lights	1,311.65
2026-06-26	TRC	00601041	50500	CHANGE ORDER (PER WORK AUTH. N	Electric Utility-Construction	2,023.65
2026-06-26	TRC	00601211	50715R	TASK 1: PROGRAM ADMINISTRATION	Electric Utility-Ops Restrictd	3,000.00
2026-06-26	TRC	00601211	50715R	TASK 3: CUSTOMER ENGAGEMENT -	Electric Utility-Ops Restrictd	23,486.70
2026-06-26	TRC	00601211	50715R	TASK 1: PROGRAM MANAGEMENT - T	Electric Utility-Ops Restrictd	10,477.80
2026-06-26	TRC	00601211	50715R	TASK 2: LAUNCH - TIME AND MATE	Electric Utility-Ops Restrictd	563.85
				Total for Payment No.:		40,863.65

Payment No: 000202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	STRYKER	00600291	9212281645	LIFEPAK CR2 DEFIBRILLATOR INCL	Electric Utility-Ops General	2,679.01
2026-06-11	STRYKER	00600288	9212192036	LIFEPAK CR2 DEFIBRILLATOR INCL	Electric Utility-Ops General	5,358.02
2026-06-11	STRYKER	00600293	9212340149	LIFEPAK CR2 DEFIBRILLATOR INCL	Electric Utility-Ops General	34,827.10
2026-06-11	STRYKER	00600295	9212340807	STRYKER LIFEPAK CR-PLUS TRADE-	Electric Utility-Ops General	-2,400.00
				Total for Payment No.:		40,464.13

Payment No: 734281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PG&E	00598686	0008516031-5	2604 GRIZZLY TAPLINE REBUILD	Electric Utility-Construction	39,465.49
				Total for Payment No.:		39,465.49

Payment No: 734289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AMERESCO	00599280	80846	2604 ENERGY (LAFAYETT LF GAS)	Electric Utility-Ops General	18,588.78
2026-06-12	AMERESCO	00599281	80845	2603 ENERGY (LAFAYETT LF GAS)	Electric Utility-Ops General	20,465.78
				Total for Payment No.:		39,054.56

Payment No: 037269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ANIXTER INC.	00600878	6630071-01	PART NUMBER - PCAA-35 CONNECTO	Electric Utility-Construction	1,257.12
2026-06-26	ANIXTER INC.	00600878	6630071-01	PART NUMBER - PCAA-23 CONNECTO	Electric Utility-Construction	116.87
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - DS-15M INSULATOR	Electric Utility-Construction	206.74
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - SC30 SOCKET - CL	Electric Utility-Construction	2,836.38
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - MULTIPLE WASHER,	Electric Utility-Construction	286.45
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - DG5D1 END FITTIN	Electric Utility-Construction	1,160.44
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - GCC21-78R2 INSUL	Electric Utility-Construction	605.10
2026-06-26	ANIXTER INC.	00600879	6630071-03	PART NUMBER - GEP5A34N GUY HOO	Electric Utility-Construction	494.34
2026-06-26	ANIXTER INC.	00600880	6630071-04	PART NUMBER - CCS4/04D COPPERC	Electric Utility-Construction	2,242.52
2026-06-26	ANIXTER INC.	00600881	6630071-06	PART NUMBER - U3514BYEG-HV	Electric Utility-	38.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				HIG	Construction	
2026-06-26	ANIXTER INC.	00600884	6630071-09	PART NUMBER - DA2500120E4B9X2	Electric Utility-Construction	993.04
2026-06-26	ANIXTER INC.	00600884	6630071-09	PART NUMBER - TB20001203322 TA	Electric Utility-Construction	611.34
2026-06-26	ANIXTER INC.	00600883	6630071-08	PART NUMBER - SLW-50 WASHER, S	Electric Utility-Construction	327.38
2026-06-26	ANIXTER INC.	00600883	6630071-08	PART NUMBER - SLW70 WASHER, HE	Electric Utility-Construction	436.50
2026-06-26	ANIXTER INC.	00600882	6630071-07	PART NUMBER - 6141632 CONDUIT	Electric Utility-Construction	656.93
2026-06-26	ANIXTER INC.	00600884	6630071-09	PART NUMBER - P300042SSAAC INS	Electric Utility-Construction	15,843.64
2026-06-26	ANIXTER INC.	00600884	6630071-09	PART NUMBER - P300042SSAAD INS	Electric Utility-Construction	10,940.87
				Total for Payment No.:		39,053.85

Payment No: 037236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MVP ONE	00600720	00018433	PRODUCT CODE: MVP-USER-ENTERPR	Electric Utility-Ops General	27,068.90
2026-06-18	MVP ONE	00600720	00018433	PRODUCT CODE: PLANT-S-RS-10 MV	Electric Utility-Ops General	1,670.92
2026-06-18	MVP ONE	00600720	00018433	PRODUCT CODE: PLANT-S-MOBILE-A	Electric Utility-Ops General	9,524.22
				Total for Payment No.:		38,264.04

Payment No: 037167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	DRIVE TIME FOR INSTALLATION	Electric Utility-Ops General	270.00
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	MILEAGE FOR INSTALLATION	Electric Utility-Ops General	108.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	SCAFFOLD SUPPORT (3) THREE DAY	Electric Utility-Ops General	3,668.00
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	FLATBED TRUCK FOR INSTALLATION	Electric Utility-Ops General	110.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	DRIVE TIME FOR DISMANTLE	Electric Utility-Ops General	450.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	FLATBED TRUCK FOR DISMANTLE	Electric Utility-Ops General	110.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	MILEAGE FOR DISMANTLE	Electric Utility-Ops General	108.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	SCAFFOLD SUPPORT (3) THREE DAY	Electric Utility-Ops General	786.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	LABOR FOR DISMANTLE OF CONTRAC	Electric Utility-Ops General	6,026.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	PICKUP TRUCK	Electric Utility-Ops General	90.00
2026-06-12	UNIQUE SCAFFOLD	00599921	12010	MILEAGE	Electric Utility-Ops General	54.00
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	PICKUP TRUCK	Electric Utility-Ops General	90.00
2026-06-12	UNIQUE SCAFFOLD	00599922	11950	MILEAGE	Electric Utility-Ops General	54.00
2026-06-12	UNIQUE SCAFFOLD	00599927	13263	MILEAGE FOR MOBILIZATION OUT	Electric Utility-Ops General	236.00
2026-06-12	UNIQUE SCAFFOLD	00599928	13275	STRAIGHT TIME LABOR FOR MOBILI	Electric Utility-Ops General	2,751.00
2026-06-12	UNIQUE SCAFFOLD	00599928	13275	DRIVE TIME FOR MOBILIZATION OU	Electric Utility-Ops General	360.00
2026-06-12	UNIQUE SCAFFOLD	00599928	13275	FLATBED TRUCK FOR MOBILIZATION	Electric Utility-Ops General	220.00
2026-06-12	UNIQUE SCAFFOLD	00599928	13275	MILEAGE FOR MOBILIZATION OUT	Electric Utility-Ops General	244.00
2026-06-12	UNIQUE SCAFFOLD	00599962	12005	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	640.80
2026-06-12	UNIQUE SCAFFOLD	00599927	13263	STRAIGHT TIME LABOR FOR	Electric Utility-Ops	20,960.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				MOBILI	General	
2026-06-12	UNIQUE SCAFFOLD	00599927	13263	DRIVE TIME FOR MOBILIZATION OU	Electric Utility-Ops General	360.00
2026-06-12	UNIQUE SCAFFOLD	00599927	13263	FLATBED TRUCK FOR MOBILIZATION	Electric Utility-Ops General	220.00
				Total for Payment No.:		37,915.80

Payment No: 734463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	RELAY TECHNICIAN STRAIGHT TIME	Electric Utility-Ops General	17,920.00
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	RELAY TECHNICIAN OVERTIME LABO	Electric Utility-Ops General	6,240.00
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	RELAY TECHNICIAN DOUBLE TIME L	Electric Utility-Ops General	10,000.00
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	RELAY TEST SETS	Electric Utility-Ops General	430.00
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	MOBILIZATION	Electric Utility-Ops General	4,200.00
2026-06-18	ELECTRIC POWER SYSTEMS	00600558	INV_00179932	DISCOUNT	Electric Utility-Ops General	-1,540.00
				Total for Payment No.:		37,250.00

Payment No: 037424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MSR PUBLIC POWER AGENCY	00601518	070226	2607 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	7,318.50
2026-07-10	MSR PUBLIC POWER AGENCY	00601518	070226	2607 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	29,340.40
				Total for Payment No.:		36,658.90

Payment No: 734740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601020	940034694	LABOR	Electric Utility-Ops General	2,160.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601020	940034694	TRUCK CHARGE	Electric Utility-Ops General	195.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601019	940034372	SUBSTATIONS HVAC ANNUAL INSPE	Electric Utility-Ops General	16,972.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601204	940034371	DVR HVAC ANNUAL INSPECTION &	Electric Utility-Ops General	3,583.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601204	940034371	FUEL GAS COMPRESSOR BUILDING	Electric Utility-Ops General	804.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601204	940034371	GIANERA HVAC ANNUAL INSPECTIO	Electric Utility-Ops General	535.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601204	940034371	COGEN HVAC ANNUAL INSPECTION	Electric Utility-Ops General	535.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601204	940034371	DVR CHILLER ANNUAL INSPECTION	Electric Utility-Ops General	8,155.00
2026-06-26	MESA ENERGY SYSTEMS, INC.	00601205	940034748	ELECTRICAL ROOM AIR HANDLERS P	Electric Utility-Ops General	2,510.00
				Total for Payment No.:		35,449.00

Payment No: 734384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UDC	00599929	107465	DISCOVERY REQUIREMENTS/CURRENT	Electric Utility-Construction	35,066.49
				Total for Payment No.:		35,066.49

Payment No: 037165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	TRC	00600058	50525R	PHASE 1 STUDIES AND SCOPING EF	Electric Utility-Construction	28,978.98
2026-06-12	TRC	00600181	123782	ENGINEER OF RECORD FOR WALSH-U	Electric Utility-Construction	4,923.32
				Total for Payment No.:		33,902.30

Payment No: 037254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNIQUE SCAFFOLD	00600599	RI-14127	CHANGE ORDER 3: EXTENDED RENTA	Electric Utility-Ops General	461.28
2026-06-18	UNIQUE SCAFFOLD	00600601	RI-14133	EXTENDED RENTAL	Electric Utility-Ops General	2,816.04
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	DRIVE TIME FOR MOBILIZATION IN	Electric Utility-Ops General	360.00
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	STRAIGHT TIME LABOR FOR MOBILI	Electric Utility-Ops General	10,218.00
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	FLATBED TRUCK FOR MOBILIZATION	Electric Utility-Ops General	220.00
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	MILEAGE FOR MOBILIZATION IN	Electric Utility-Ops General	224.00
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	SHRINK WRAP	Electric Utility-Ops General	400.59
2026-06-18	UNIQUE SCAFFOLD	00600630	13540-Revised	LABOR OVERTIME	Electric Utility-Ops General	2,016.00
2026-06-18	UNIQUE SCAFFOLD	00600579	14068	DRIVE TIME	Electric Utility-Ops General	180.00
2026-06-18	UNIQUE SCAFFOLD	00600579	14068	TRUCK USE	Electric Utility-Ops General	110.00
2026-06-18	UNIQUE SCAFFOLD	00600579	14068	MILEAGE	Electric Utility-Ops General	122.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	LABOR TO INSTALL SCAFFOLD TO P	Electric Utility-Ops General	5,376.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	DRIVE TIME FOR INSTALLATION	Electric Utility-Ops General	90.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	LABOR TO DISMANTLE SCAFFOLD TH	Electric Utility-Ops General	2,882.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	FLATBED TRUCK FOR INSTALLATION	Electric Utility-Ops General	110.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	MILEAGE FOR INSTALLATION	Electric Utility-Ops General	108.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	MILEAGE FOR DISMANTLE	Electric Utility-Ops General	108.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	DRIVE TIME FOR DISMANTLE	Electric Utility-Ops General	90.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	CHANGE ORDER 1: DOUBLE TIME LA	Electric Utility-Ops General	3,324.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	CHANGE ORDER 1: DOUBLE TIME LA	Electric Utility-Ops General	3,116.25
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	FLATBED TRUCK FOR DISMANTLE	Electric Utility-Ops General	110.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	CHANGE ORDER 1: DRIVE TIME FOR	Electric Utility-Ops General	90.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	CHANGE ORDER 1: PICKUP TRUCK F	Electric Utility-Ops General	90.00
2026-06-18	UNIQUE SCAFFOLD	00600576	12275	CHANGE ORDER 1: PICKUP TRUCK M	Electric Utility-Ops General	54.00
2026-06-18	UNIQUE SCAFFOLD	00600579	14068	LABOR FOR INSTALLATION AND DIS	Electric Utility-Ops General	1,048.00
				Total for Payment No.:		33,724.16

Payment No: 037341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PROTEC	00601136	19886	ADDITIONAL FUNDING FOR LABOR F	Electric Utility-Ops General	2,047.50
2026-06-26	PROTEC	00601136	19886	ADDITIONAL FUNDING FOR MATERIA	Electric Utility-Ops General	9,799.07
2026-06-26	PROTEC	00601137	19887	ADDITIONAL FUNDING FOR MATERIA	Electric Utility-Ops General	3,570.00
2026-06-26	PROTEC	00601138	19896	ADDITIONAL FUNDING FOR LABOR F	Electric Utility-Ops General	17,548.00
				Total for Payment No.:		32,964.57

Payment No: 734702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FIRST SHIELD SECURITY AND	00601160	7358	SECURITY PATROL SERVICES AT 75	Electric Utility-Ops General	1,550.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,550.00

Payment No: 734464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	EN ENGINEERING, LLC	00600653	0495479	CHANGE ORDER 2: ADDITIONAL FUN	Electric Utility-Street Lights	21,296.15
2026-06-18	EN ENGINEERING, LLC	00600653	0495479	CHANGE ORDER 3: ADDITIONAL FUN	Electric Utility-Street Lights	10,472.73
				Total for Payment No.:		31,768.88

Payment No: 734472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HAAKER EQUIPMENT COMPANY	00600486	INV37850	TRIPLE L FLATBED TRAILER PART	Electric Utility-Ops General	28,754.50
2026-06-18	HAAKER EQUIPMENT COMPANY	00600486	INV37850	FREIGHT/ DELIVERY	Electric Utility-Ops General	1,850.00
				Total for Payment No.:		30,604.50

Payment No: 734745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	035-426-024 GASKET, DISTANCE P	Electric Utility-Ops General	169.73
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	625-434-002 SOCKET SCREW HEAD	Electric Utility-Ops General	270.78
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	625-434-005 SOCKET SCREW HEAD	Electric Utility-Ops General	242.99
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	900-838-001 SEAL O-RING - CYL	Electric Utility-Ops General	17.52
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	900-838-098 SEAL, O-RING-CYL H	Electric Utility-Ops General	510.73
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	904-573-001 SHOE CROSSHEAD	Electric Utility-Ops General	22,655.94

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	900-835-023 TIE BAR SEAL ORING	Electric Utility-Ops General	9.48
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	01EN1200PC NUT, ELASTIC HEX 3/	Electric Utility-Ops General	36.09
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	01RR040000 RING RETAINING 4"	Electric Utility-Ops General	118.53
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	925-953 WASHER THRUST	Electric Utility-Ops General	2,982.02
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	620-709-001 SHELL BEARING SET	Electric Utility-Ops General	2,011.65
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	01EN0800PF NUT, ELASTIC HEX 1/	Electric Utility-Ops General	6.85
2026-06-26	NORTHWEST INDUSTRIAL ENGINE & COMP	00601232	29172	ESTIMATED SHIPPING	Electric Utility-Ops General	183.20
				Total for Payment No.:		29,215.51

Payment No: 037220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	INTERTEK AIM	00600562	US0100006384	API-653 NONDESTRUCTIVE EXAMINA	Electric Utility-Ops General	27,225.00
				Total for Payment No.:		27,225.00

Payment No: 734504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NTT TRAINING	00600624	INV-117480-S1P4B9	TRAINING SESSIONS	Electric Utility-Ops General	20,900.00
2026-06-18	NTT TRAINING	00600624	INV-117480-S1P4B9	ARC FLASH ELECTRICAL SAFETY 16	Electric Utility-Ops General	3,045.57
2026-06-18	NTT TRAINING	00600624	INV-117480-S1P4B9	ELECTRICAL SAFETY: PRACTICAL S	Electric Utility-Ops General	480.71
				Total for Payment No.:		24,426.28

Payment No: 037175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WEST VALLEY CONSTRUCTION CO INC	00598747	239387	2505 20250327-FIBER-01580	Electric Utility-Construction	22,320.90
				Total for Payment No.:		22,320.90

Payment No: 734750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PENINSULA CRANE & RIGGING	00601074	11561	REPLACE POWER POLE AT 1222 WHI	Electric Utility-Ops General	8,211.00
2026-06-26	PENINSULA CRANE & RIGGING	00601076	11560	REPLACE POWER POLE AT 1162 WHI	Electric Utility-Ops General	7,358.40
2026-06-26	PENINSULA CRANE & RIGGING	00601077	12503	REPLACE POWER POLE AT 2055 CAB	Electric Utility-Ops General	6,505.80
				Total for Payment No.:		22,075.20

Payment No: 734652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600305	6960110313-3 JUN2026	2604 GAS TRANSPORT GIA	Electric Utility-Ops General	21,937.34
				Total for Payment No.:		21,937.34

Payment No: 734691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CORE & MAIN LP	00600616	Z001364	CREDIT MEMO PO 32544	Electric Utility-Ops General	-6,298.73
2026-06-26	CORE & MAIN LP	00600616	Z001364	RESTOCKING FEE	Electric Utility-Ops General	1,714.82
				Total for Payment No.:		-4,583.91

Payment No: 734359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ONTERRIS AIR QUALITY SERVICES LLC	00600020	CINV-512523	2026 GIANERA COMPLIANCE EMISSI	Electric Utility-Ops General	21,437.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		21,437.31

Payment No: 037260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WEST VALLEY CONSTRUCTION CO INC	00599892	297878	2603 CALL 5-5 20160305-FIBER-	Electric Utility-Construction	5,781.60
2026-06-18	WEST VALLEY CONSTRUCTION CO INC	00599681	291389	2511 CHN3-23 20250408-FIBER-	Electric Utility-Construction	15,613.80
				Total for Payment No.:		21,395.40

Payment No: 734466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FIRST SHIELD SECURITY AND	00600537	7328	SECURITY AT SCGTC	Electric Utility-Ops General	20,376.00
				Total for Payment No.:		20,376.00

Payment No: 037415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	HILL BROTHERS CHEMICAL CO	00601087	INV13157303	2606 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,265.07
2026-07-10	HILL BROTHERS CHEMICAL CO	00601087	INV13157303	2606 SUPERFUND EXCISE FEE	Electric Utility-Ops General	23.30
2026-07-10	HILL BROTHERS CHEMICAL CO	00601524	INV13158001	2606 SUPERFUND EXCISE FEE	Electric Utility-Ops General	23.30
2026-07-10	HILL BROTHERS CHEMICAL CO	00601524	INV13158001	2606 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,263.63
2026-07-10	HILL BROTHERS CHEMICAL CO	00600645	INV13156643	2606 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,076.65
2026-07-10	HILL BROTHERS CHEMICAL CO	00600645	INV13156643	2606 SUPERFUND EXCISE FEE	Electric Utility-Ops General	19.42
				Total for Payment No.:		20,671.37

Payment No: 037419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INTEL CORP - SANTA CLARA	00601607	R22-CPR-0015-5	CONTROLS REBTE 64134-01	Electric Utility-Ops Restrictd	19,541.26
				Total for Payment No.:		19,541.26

Payment No: 734465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	EQUINIX INC	00599669	100210770014	2606 SANTA CLARA IBX-SV2 FBR	Electric Utility-Ops General	19,436.05
				Total for Payment No.:		19,436.05

Payment No: 734675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BLUEBEAM INC	00601081	2816818	BLUEBEAM CORE LICENSE (SN-0411	Electric Utility-Ops General	17,490.00
				Total for Payment No.:		17,490.00

Payment No: 734706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GENERAL PACIFIC INC	00600928	1545081	WIRE, BARE, CU, #18, TINNED, S	Electric Utility-Ops General	15,948.87
2026-06-26	GENERAL PACIFIC INC	00600929	1544961	MARKER, #5, 2-7/8INX1-3/4IN, 2	Electric Utility-Ops General	69.14
2026-06-26	GENERAL PACIFIC INC	00600930	1545161	WASHER, LOCK, 316 STN STL, 1/2	Electric Utility-Ops General	987.75
				Total for Payment No.:		17,005.76

Payment No: 037392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AMERESCO	00601363	80888	2605 ENERGY (LAFAYETT LF GAS)	Electric Utility-Ops General	15,703.69
				Total for Payment No.:		15,703.69

Payment No: 000229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	METTLER-TOLEDO PROCESS	00601073	732170669	PN# 58031410 - COND SENSOR 3/4	Electric Utility-Ops General	5,136.30
2026-06-25	METTLER-TOLEDO PROCESS	00601073	732170669	PN# 58080275 - CABLE ISM 4WIRE	Electric Utility-Ops General	1,532.11
2026-06-25	METTLER-TOLEDO PROCESS	00601073	732170669	PN# 58000802 - TRANSMITTER M80	Electric Utility-Ops General	7,306.06
2026-06-25	METTLER-TOLEDO PROCESS	00601073	732170669	TARIFF SURCHARGE	Electric Utility-Ops General	1,179.60
2026-06-25	METTLER-TOLEDO PROCESS	00601073	732170669	FREIGHT	Electric Utility-Ops General	59.54
2026-06-25	METTLER-TOLEDO PROCESS	00601075	732170863	PN# 52500213 - PANEL MOUNTING	Electric Utility-Ops General	267.79
2026-06-25	METTLER-TOLEDO PROCESS	00601075	732170863	TARIFF SURCHARGE	Electric Utility-Ops General	40.17
2026-06-25	METTLER-TOLEDO PROCESS	00601075	732170863	FREIGHT	Electric Utility-Ops General	26.20
				Total for Payment No.:		15,547.77

Payment No: 734772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUNE W12DG-C LLC	00600420	EDP 111327	2605 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	15,344.15
				Total for Payment No.:		15,344.15

Payment No: 000210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	CINTAS CORP #630	00599882	9368853010	CREDIT LAUNDRY SERVICES 881	Electric Utility-Ops General	-131.50
2026-06-17	CINTAS CORP #630	00599883	9363779978	CREDIT LAUNDRY SERVICES 881	Electric Utility-Ops General	-107.99
2026-06-17	CINTAS CORP #630	00599885	9371944108	CREDIT LAUNDRY SERVICES 881	Electric Utility-Ops General	-6.58
2026-06-17	CINTAS CORP #630	00600683	4264030365	LAUNDRY SERVICES FOR SVP	Electric Utility-Ops	50.46

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				UNIFO	General	
2026-06-17	CINTAS CORP #630	00600678	4263272099	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	199.35
2026-06-17	CINTAS CORP #630	00600675	1906250213	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	11,983.05
2026-06-17	CINTAS CORP #630	00600679	4263272139	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600676	4261696424	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600677	4262507027	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600680	4263272366	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	411.20
2026-06-17	CINTAS CORP #630	00600682	4263272428	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	774.03
2026-06-17	CINTAS CORP #630	00600684	4264723544	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600690	4267790153	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600686	4265384490	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600687	4266271060	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600688	4266272298	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	753.46
2026-06-17	CINTAS CORP #630	00600689	4267042852	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600691	4268499736	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600693	4270723216	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.46
2026-06-17	CINTAS CORP #630	00600694	5337971004	FIRST AID CABINET SUPPLIES	Electric Utility-Ops General	58.89
2026-06-17	CINTAS CORP #630	00600692	4270715340	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	316.41

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		14,805.38

Payment No: 000245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	PURETEC INDUSTRIAL WATER	00600947	2367817	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	2,933.16
2026-07-09	PURETEC INDUSTRIAL WATER	00600948	2412793	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	2,862.75
2026-07-09	PURETEC INDUSTRIAL WATER	00600949	2374981	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	5,059.65
2026-07-09	PURETEC INDUSTRIAL WATER	00600951	2412751	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	2,226.57
2026-07-09	PURETEC INDUSTRIAL WATER	00600952	2376887	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	959.24
2026-07-09	PURETEC INDUSTRIAL WATER	00600953	2407247	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	871.71
2026-07-09	PURETEC INDUSTRIAL WATER	00600950	2372052	BOTTLE RENTAL & EXCHANGE SRVCS	Electric Utility-Ops General	284.64
				Total for Payment No.:		15,197.72

Payment No: 734380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	THE SHPIGLER GROUP	00600021	26-05	PHASE 5 FINAL REPORT AND PRESE	Electric Utility-Ops General	12,000.00
2026-06-12	THE SHPIGLER GROUP	00600021	26-05	REIMBURSABLE EXPENSES	Electric Utility-Ops General	2,909.43
				Total for Payment No.:		14,909.43

Payment No: 037301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GTT COMMUNICATIONS INC	00601163	INV12235543	INTERNET SERVICES 881/1705 MAR	Electric Utility-Ops General	14,858.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		14,858.43

Payment No: 000223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	OUTGOING FREIGHT	Electric Utility-Ops General	108.00
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	PN# 38006516 - COIL, SOLENOID	Electric Utility-Ops General	1,602.88
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	PN# 38006649 - VLV, PART. 3/2	Electric Utility-Ops General	4,007.19
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	PN# 38033130 - VALVE, PARTIAL	Electric Utility-Ops General	1,799.55
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	PN# 88343322 - ELEMENT,HE706 H	Electric Utility-Ops General	4,961.05
2026-06-25	CISCO AIR SYSTEMS, INC	00601215	314425-1	PN# 88343355 - ELEMENT,DP706E	Electric Utility-Ops General	2,342.86
				Total for Payment No.:		14,821.53

Payment No: 734515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PIOTR KUFEL	00599334	3309	HT PMP HVAC RBT ACT 10075-03	Electric Utility-Ops Restrictd	9,050.00
2026-06-18	PIOTR KUFEL	00599679	3352	WTR HTR RBT ACT 10075-03	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		14,550.00

Payment No: 037127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	EVERLINE COMPLIANCE, LLC	00595429	37754	GAS PIPELINE COMPLIANCE, INSPE	Electric Utility-Ops General	14,444.15
				Total for Payment No.:		14,444.15

Payment No: 734795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	YES ENERGY LLC	00601182	9570	TESLA FORECASTING CUSTOM SOLUT	Electric Utility-Ops General	14,360.00
				Total for Payment No.:		14,360.00

Payment No: 734322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	EMERSON LLLP	00599961	31219147	PN# 3051CD2A02A1AM5S5 - ROSEMO	Electric Utility-Ops General	3,385.23
2026-06-12	EMERSON LLLP	00599961	31219147	PN# 0305RC32B11 - ROSEMOUNT 30	Electric Utility-Ops General	828.97
2026-06-12	EMERSON LLLP	00599961	31219147	PN# 3051CD2A02A1AS5M5 - ROSEMO	Electric Utility-Ops General	6,770.46
2026-06-12	EMERSON LLLP	00599961	31219147	PN# 0305RC32B11B4 - ROSEMOUNT	Electric Utility-Ops General	1,794.41
2026-06-12	EMERSON LLLP	00599961	31219147	IMP-TARIFF-M:SURCHARGE	Electric Utility-Ops General	856.19
2026-06-12	EMERSON LLLP	00599961	31219147	RMT-OSV-FREIGHT: FREIGHT AND H	Electric Utility-Ops General	323.65
				Total for Payment No.:		13,958.91

Payment No: 734669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AT&T CALNET	00600150	000025293346	2605 BAN: 9391015175	Electric Utility-Ops General	11,041.87
2026-06-26	AT&T CALNET	00600151	000025332432	2605 BAN: 9391062315	Electric Utility-Ops General	1,082.40
2026-06-26	AT&T CALNET	00600152	000025277466	2605 BAN 9391023689	Electric Utility-Ops General	187.86
2026-06-26	AT&T CALNET	00600153	000025293466	2605 BAN 9391023721	Electric Utility-Ops General	828.52
				Total for Payment No.:		13,140.65

Payment No: 037357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Finance - SVP	Electric Utility-Ops General	58.80
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Finance - Purchasing	Electric Utility-Ops General	102.26
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Silicon Valley Power	Electric Utility-Ops General	0.00
				Total for Payment No.:		161.06

Payment No: 037313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	J POWERS RECRUITING, INC.	00601031	725	SR. EDM T&D RECRUITMENT (REFER	Electric Utility-Ops General	11,666.68
				Total for Payment No.:		11,666.68

Payment No: 734560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	YUSUKE SUZUKI	00599331	3074	HT PMP HVAC RBT ACT 40376-10	Electric Utility-Ops Restrictd	11,500.00
				Total for Payment No.:		11,500.00

Payment No: 037295

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GEXPRO	00600937	S145334020.001	WIRE, 600V, CU, #2/0, 19 STR.	Electric Utility-Ops General	11,414.00
				Total for Payment No.:		11,414.00

Payment No: 037224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LEIDOS ENGINEERING, LLC	00600615	INV-0016050263	ADDITIONAL SERVICES FOR SUBCON	Electric Utility-Ops General	10,015.46
2026-06-18	LEIDOS ENGINEERING, LLC	00600600	INV-0016211505	CHANGE ORDER 2: ADDITIONAL	Electric Utility-Ops	857.92

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SUP	General	
				Total for Payment No.:		10,873.38

Payment No: 037297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility-Ops General	321.24
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	STRIPPING & CRIMPING TOOL GRAI	Electric Utility-Ops General	174.85
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	BUCKET, CANVAS, NON-METALLIC,	Electric Utility-Ops General	1,224.80
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	GLASSES, AMBER SMITH & WESSON	Electric Utility-Ops General	347.95
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	SCREWDRIVER, 4IN STANDARD CUSH	Electric Utility-Ops General	160.13
2026-06-26	GRAINGER-SAN JOSE	00601405	9940750210	SCREWDRIVER, 8IN BLADE, ROUND	Electric Utility-Ops General	187.41
				Total for Payment No.:		2,416.38

Payment No: 037438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STAPLES ADVANTAGE	00601722	7010107866-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	106.37
2026-07-10	STAPLES ADVANTAGE	00601723	7010107866-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	192.63
2026-07-10	STAPLES ADVANTAGE	00601723	7010107866-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	119.58
2026-07-10	STAPLES ADVANTAGE	00601723	7010107866-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	119.58
2026-07-10	STAPLES ADVANTAGE	00601721	7010107866-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	505.00
2026-07-10	STAPLES ADVANTAGE	00601742	7010268075-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	593.85

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STAPLES ADVANTAGE	00601743	7010268075-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	808.68
2026-07-10	STAPLES ADVANTAGE	00601744	7010268075-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	724.34
				Total for Payment No.:		3,170.03

Payment No: 037433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0800-0024W	Electric Utility-Construction	2,465.08
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0800-0012W	Electric Utility-Construction	1,767.52
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0100-0024W	Electric Utility-Construction	1,566.25
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0100-0012W	Electric Utility-Construction	930.58
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0500-0012W	Electric Utility-Construction	1,434.92
2026-07-10	RADD NETWORK SOLUTIONS INC	00600427	8935	15-4521-2535.0500-0024W	Electric Utility-Construction	2,105.97
				Total for Payment No.:		10,270.32

Payment No: 734503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	625-676-601 VALVE REPAIR KIT -	Electric Utility-Ops General	1,176.08
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	625-677-601 VALVE REPAIR KIT -	Electric Utility-Ops General	1,270.03
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	910-838 WIPER REBUILD KIT	Electric Utility-Ops General	1,331.66
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	901-484-001 PACKER REBUILD KIT	Electric Utility-Ops General	1,407.59
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	LABOR VALVE , HOURLY SHOP LABO	Electric Utility-Ops General	1,680.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	LABOR WIPER, HOURLY SHOP LABOR	Electric Utility-Ops General	1,280.00
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	LABOR PACKER, HOURLY SHOP LABO	Electric Utility-Ops General	2,000.00
2026-06-18	NORTHWEST INDUSTRIAL ENGINE & COMP	00600722	29167	ESTIMATED SHIPPING	Electric Utility-Ops General	96.23
				Total for Payment No.:		10,241.59

Payment No: 734304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BRUCE LEE	00599160	2956	HT PMP HVAC RBT ACT 59687-01	Electric Utility-Ops Restrictd	10,100.00
				Total for Payment No.:		10,100.00

Payment No: 734775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUZANNE AVINA	00599325	3061	HT PMP HVAC RBT ACT 35995-01	Electric Utility-Ops Restrictd	10,050.00
				Total for Payment No.:		10,050.00

Payment No: 734495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MICHELLE PURVIANCE	00599314	3397	HT PMP HVAC RBT ACT 25145-01	Electric Utility-Ops Restrictd	10,050.00
				Total for Payment No.:		10,050.00

Payment No: 734921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MAYASE ARIMA	00601530	3215	HVAC RBT ACT 15678-01	Electric Utility-Ops Restrictd	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ARNAUD MOSER	00601528	3095	HVAC RBT ACT 54695-02	Electric Utility-Ops Restrictd	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SRIRAM PALAPUDI	00599322	3294	HT PMP HVAC RBT ACT 74609-01	Electric Utility-Ops Restrictd	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DI HU	00599862	1762	HT PMP HVAC RBT ACT 60061-02	Electric Utility-Ops Restrictd	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 037228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		9,996.35

Payment No: 734790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	VERIZON WIRELESS	00600186	6144415011	2605 CELL PHONE SERVICE	Electric Utility-Ops General	9,663.98
				Total for Payment No.:		9,663.98

Payment No: 037203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	EVERLINE COMPLIANCE LLC	00600658	38488	811 SUPPORT	Electric Utility-Ops General	9,447.89
				Total for Payment No.:		9,447.89

Payment No: 734535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SUSAN MAUCK	00599324	1428	HT PMP HVAC RBT ACT 55976-02	Electric Utility-Ops Restrictd	9,050.00
				Total for Payment No.:		9,050.00

Payment No: 734499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NAEEM ANSARI	00599315	1241	HT PMP HVAC RBT ACT 34602-10	Electric Utility-Ops Restrictd	9,050.00
				Total for Payment No.:		9,050.00

Payment No: 734838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SUE HINTON	00598093	3164	HT PMP HVAC RBT ACT 76288-01	Electric Utility-Ops Restrictd	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 734553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WESLEY MORSE	00599328	3348	HT PMP HVAC RBT ACT 53628-02	Electric Utility-Ops Restrictd	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 734552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WENDY WANG	00599866	1102	HT PMP HVAC RBT ACT 53662-04	Electric Utility-Ops	9,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Restrictd	
				Total for Payment No.:		9,000.00

Payment No: 734519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	RAVISH PRABHAKAR	00599319	3192	HT PMP HVAC RBT ACT 10960-11	Electric Utility-Ops Restrictd	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 734485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KENJI ARAI	00599863	3256	HT PMP HVAC RBT ACT 58423-02	Electric Utility-Ops Restrictd	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 734440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	BRYAN SILVA	00599309	2893	HT PMP HVAC RBT ACT 79145-01	Electric Utility-Ops Restrictd	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 734314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CRESCO EQUIPMENT RENTALS	00600019	6542671-0002	SUBSTATION EQUIPMENT RENTALS	Electric Utility-Ops General	1,696.73
2026-06-12	CRESCO EQUIPMENT RENTALS	00600049	6563980-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	1,978.44
2026-06-12	CRESCO EQUIPMENT RENTALS	00600050	6595167-0003	GIANERA EQUIPMENT RENTALS	Electric Utility-Ops General	647.53
2026-06-12	CRESCO EQUIPMENT RENTALS	00600052	6617590-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops General	4,636.94

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8,959.64

Payment No: 734462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	EDUCATION & OUTREACH COMPANY	00600728	26-759	GIVEAWAY ITEMS FOR UPCOMING EV	Electric Utility-Ops Restrictd	1,953.55
2026-06-18	EDUCATION & OUTREACH COMPANY	00600728	26-759	GIVEAWAY ITEMS FOR UPCOMING EV	Electric Utility-Ops Restrictd	3,127.88
2026-06-18	EDUCATION & OUTREACH COMPANY	00600728	26-759	GIVEAWAY ITEMS FOR UPCOMING EV	Electric Utility-Ops Restrictd	320.00
2026-06-18	EDUCATION & OUTREACH COMPANY	00600729	26-760	GIVEAWAY ITEMS FOR UPCOMING EV	Electric Utility-Ops General	180.00
2026-06-18	EDUCATION & OUTREACH COMPANY	00600729	26-760	GIVEAWAY ITEMS FOR UPCOMING EV	Electric Utility-Ops General	3,160.80
				Total for Payment No.:		8,742.23

Payment No: 037283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	Electric Utility-Ops General	439.00
				Total for Payment No.:		439.00

Payment No: 734312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CORE & MAIN LP	00600290	Y425536	BOX, B52 UTILITY 30" x 60".	Electric Utility-Ops General	2,089.05
2026-06-12	CORE & MAIN LP	00600290	Y425536	BOX COVER, 2 PC. STEEL CHECKER	Electric Utility-Ops General	6,077.38
				Total for Payment No.:		8,166.43

Payment No: 734351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MARK ROEBUCK	00598891	3189	HT PMP HVAC RBT ACT 41586-08	Electric Utility-Ops Restrictd	7,500.00
				Total for Payment No.:		7,500.00

Payment No: 037346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SCHWEITZER ENGINEERING LABORATORIES, INC	00600855	INV-001258066	PART NUMBER 400000110 SEL-4000	Electric Utility-Ops General	7,367.73
				Total for Payment No.:		7,367.73

Payment No: 037118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CALTROL	00599960	CD99252306	PN# F182SFSTTSEL004 EMR: 182S	Electric Utility-Ops General	522.41
2026-06-12	CALTROL	00600018	CD99251923	PN# M95H-3063-2761174 - NPS 1/	Electric Utility-Ops General	6,755.73
2026-06-12	CALTROL	00600018	CD99251923	SHIPPING & HANDLING	Electric Utility-Ops General	47.16
				Total for Payment No.:		7,325.30

Payment No: 734865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00600780	0008528799-3	2605 GRIZZ PROJ 15% COO	Electric Utility-Ops General	7,323.85
				Total for Payment No.:		7,323.85

Payment No: 734468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FRED KOEHLER	00599868	3370	WTR HTR RBT ACT 28090-01	Electric Utility-Ops Restrictd	7,000.00
				Total for Payment No.:		7,000.00

Payment No: 734327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GENERAL PACIFIC INC	00600285	1544361	INSULATOR, 25KV, SUSPENSION, C	Electric Utility-Ops General	6,687.07
				Total for Payment No.:		6,687.07

Payment No: 734651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600303	0008522870-8	2606 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 734279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PACIFIC GAS & ELECTRIC NON-ENERGY	00599277	0008512646-4	2605 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 037212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GUIDEHOUSE INC	00599890	0100104151R	NERC O&P&CIP SERVICE JAN-MAR26	Electric Utility-Ops General	6,567.31
				Total for Payment No.:		6,567.31

Payment No: 734517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PURVI PATNI	00599864	3357	WTR HTR RBT ACT 41660-02	Electric Utility-Ops Restrictd	6,500.00
				Total for Payment No.:		6,500.00

Payment No: 734348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LINDA MAZZONE	00599162	3349	WTR HEAT RBT ACT 83246-01	Electric Utility-Ops Restrictd	6,500.00
				Total for Payment No.:		6,500.00

Payment No: 037368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNIQUE SCAFFOLD	00601239	14245	FLATBED TRUCK	Electric Utility-Ops General	90.00
2026-06-26	UNIQUE SCAFFOLD	00601239	14245	MILEAGE	Electric Utility-Ops General	62.00
2026-06-26	UNIQUE SCAFFOLD	00601239	14245	DRIVE TIME	Electric Utility-Ops General	180.00
2026-06-26	UNIQUE SCAFFOLD	00601239	14245	LABOR FOR INSTALLATION AND DIS	Electric Utility-Ops General	1,048.00
2026-06-26	UNIQUE SCAFFOLD	00601016	14183	STRAIGHT TIME LABOR FOR MOBILI	Electric Utility-Ops General	4,323.00
2026-06-26	UNIQUE SCAFFOLD	00601016	14183	DRIVE TIME FOR MOBILIZATION OU	Electric Utility-Ops General	180.00
2026-06-26	UNIQUE SCAFFOLD	00601016	14183	FLATBED TRUCK FOR MOBILIZATION	Electric Utility-Ops General	110.00
2026-06-26	UNIQUE SCAFFOLD	00601016	14183	MILEAGE FOR MOBILIZATION OUT	Electric Utility-Ops General	102.00
2026-06-26	UNIQUE SCAFFOLD	00601017	14185	LABOR FOR INSTALLATION AND DIS	Electric Utility-Ops General	393.00
				Total for Payment No.:		6,488.00

Payment No: 037320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LEIDOS ENGINEERING, LLC	00600899	INV-0016238270	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	1,229.65
2026-06-26	LEIDOS ENGINEERING, LLC	00600898	INV-0016233744	ADDITIONAL SERVICES FOR SUBCON	Electric Utility-Ops General	5,148.60
				Total for Payment No.:		6,378.25

Payment No: 037307

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HILL BROTHERS CHEMICAL CO	00600304	INV13156198	40269.17 LBS AQUA AMMONIA 19%	Electric Utility-Ops General	6,319.94
2026-06-26	HILL BROTHERS CHEMICAL CO	00600304	INV13156198	SUPERFUND EXCISE FEE	Electric Utility-Ops General	20.20
				Total for Payment No.:		6,340.14

Payment No: 037136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HILL BROTHERS CHEMICAL CO	00599201	INV13155194	2605 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,052.95
2026-06-12	HILL BROTHERS CHEMICAL CO	00599201	INV13155194	2605 SUPERFUND EXCISE FEE	Electric Utility-Ops General	19.41
				Total for Payment No.:		6,072.36

Payment No: 734963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	UNIVAR SOLUTIONS USA INC	00601084	53887878	2605 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	5,731.58
2026-07-10	UNIVAR SOLUTIONS USA INC	00601084	53887878	2605 CALIFORNIA MILL FEE	Electric Utility-Ops General	159.05
				Total for Payment No.:		5,890.63

Payment No: 000233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	THOMSON REUTERS WEST	00600853	853648375	ONLINE LEGAL DATABASE MAY2026	Electric Utility-Ops General	1,153.25
				Total for Payment No.:		1,153.25

Payment No: 037266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AIRGAS USA, LLC	00600108	9172715160	2606 EP 9PPM CM/9PPM NC/NI 15A	Electric Utility-Ops	3,282.63

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2026-06-26	AIRGAS USA, LLC	00600108	9172715160	2606 ENERGY CHARGE	Electric Utility-Ops General	13.17
2026-06-26	AIRGAS USA, LLC	00600108	9172715160	2606 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-26	AIRGAS USA, LLC	00600108	9172715160	2606 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-06-26	AIRGAS USA, LLC	00600108	9172715160	2606 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-06-26	AIRGAS USA, LLC	00600109	9172715141	2606 NITROGEN IND 6PK 200	Electric Utility-Ops General	266.04
2026-06-26	AIRGAS USA, LLC	00600109	9172715141	2606 ENERGY CHARGE	Electric Utility-Ops General	7.68
2026-06-26	AIRGAS USA, LLC	00600109	9172715141	2606 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-26	AIRGAS USA, LLC	00600109	9172715141	2606 FUEL CHARGE FALT	Electric Utility-Ops General	21.84
2026-06-26	AIRGAS USA, LLC	00600109	9172715141	2606 AIGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-06-26	AIRGAS USA, LLC	00600110	9172715153	2605 EP 9PPM CM/9PPM NC/NI 15A	Electric Utility-Ops General	820.66
2026-06-26	AIRGAS USA, LLC	00600110	9172715153	2605 ENERGY CHARGE	Electric Utility-Ops General	3.29
2026-06-26	AIRGAS USA, LLC	00600110	9172715153	2605 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-26	AIRGAS USA, LLC	00600110	9172715153	2605 FUEL CHARGE FLAT	Electric Utility-Ops General	21.84
2026-06-26	AIRGAS USA, LLC	00600110	9172715153	2605 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
				Total for Payment No.:		4,903.23

Payment No: 734561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	YUXI LI	00599867	3238	WTR HTR RBT ACT 70334-03	Electric Utility-Ops	5,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Restrictd	
				Total for Payment No.:		5,500.00

Payment No: 734549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VIJAY MARIADASSOU	00599326	3312	WTR HTR RBT ACT 23085-06	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TOM WEINSTEIN	00599865	3328	WTR HTR RBT ACT 73571-03	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TIANYI ZHANG	00599680	3302	WTR HTR RBT ACT 72836-04	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JOCELYN JACKSON	00599311	3286	WTR HTR RBT ACT 28134-01	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DONALD ANDO	00599678	3396	WTR HTR RBT ACT 22934-03	Electric Utility-Ops Restrictd	5,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		5,500.00

Payment No: 734457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DIRK SCHNEIDER	00599677	3363	WTR HTR RBT ACT 49792-03	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CHENGCHENG XU	00599676	3264	WTR HRT RBT ACT 54114-04	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ASHOK SAHU	00599307	3329	WTR HETR RBT ACT 37406-03	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 734375

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SUKUMAR SUBBURAYAN	00599164	3356	WTR HEATER RBT ACT 19509-03	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 037413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAINGER-SAN JOSE	00600641	9947590999	2606 852RK5 REPAIRTAPE,SILICON	Electric Utility-Ops General	324.67
				Total for Payment No.:		324.67

Payment No: 037420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INTELLIGENT TECHNOLOGIES & SVC	00600775	102140	SUBSTATION QUARTERLY INSPECTIO	Electric Utility-Ops General	4,408.00
2026-07-10	INTELLIGENT TECHNOLOGIES & SVC	00600774	102139	SUBSTATION QUARTERLY INSPECTIO	Electric Utility-Ops General	928.00
				Total for Payment No.:		5,336.00

Payment No: 734434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ADILA SAADAT	00599861	3384	WTR HTR RBT ACT 19929-06	Electric Utility-Ops Restrictd	5,188.57
				Total for Payment No.:		5,188.57

Payment No: 004025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Electric Utility-Ops General	2,496.84
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Electric Utility-Construction	110.42
				Total for Payment No.:		2,607.26

Payment No: 037416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ICE US OTC COMMODITY MARKETS LLC	00601605	0626000868999	2606 ENERGY BROKER COMMISSION	Electric Utility-Ops General	4,870.00
				Total for Payment No.:		4,870.00

Payment No: 037216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ICE US OTC COMMODITY MARKETS LLC	00599881	0526000868088	2605 ENERGY BROKER COMMISSION	Electric Utility-Ops General	4,870.00
				Total for Payment No.:		4,870.00

Payment No: 037184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AIRGAS USA, LLC	00599848	5525265346	2605 RENT CRADLE IND SM CYL	Electric Utility-Ops General	143.22
2026-06-18	AIRGAS USA, LLC	00599848	5525265346	2605 HAZMAT	Electric Utility-Ops General	26.88
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL IND LG ACETYLN	Electric Utility-Ops General	69.75
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL IND LG NITROGEN	Electric Utility-Ops General	119.04
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL IND LG OXYGEN	Electric Utility-Ops General	59.52
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL IND SM ACETYLN	Electric Utility-Ops General	139.50
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL IND SMOXYGEN	Electric Utility-Ops General	109.12
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 RENT CYL ALM LG EPA MIX	Electric Utility-Ops General	2,176.68
2026-06-18	AIRGAS USA, LLC	00599849	5525265149	2605 HAZMAT	Electric Utility-Ops General	26.88
2026-06-18	AIRGAS USA, LLC	00599391	9172446791	2605 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-06-18	AIRGAS USA, LLC	00599392	9172446796	2605 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	769.82
2026-06-18	AIRGAS USA, LLC	00599391	9172446791	2605 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-18	AIRGAS USA, LLC	00599391	9172446791	2605 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-06-18	AIRGAS USA, LLC	00599392	9172446796	2605 ENERGY CHARGE	Electric Utility-Ops General	3.29
2026-06-18	AIRGAS USA, LLC	00599392	9172446796	2605 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-18	AIRGAS USA, LLC	00599392	9172446796	2605 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-06-18	AIRGAS USA, LLC	00599392	9172446796	2605 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AIRGAS USA, LLC	00599391	9172446791	2605 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	769.82
2026-06-18	AIRGAS USA, LLC	00599391	9172446791	2605 ENERGY CHARGE	Electric Utility-Ops General	3.29
				Total for Payment No.:		4,756.21

Payment No: 734901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FEDERAL EXPRESS	00601520	9-356-56671	2606 MISC ENGINEERING SHIPPING	Electric Utility-Construction	20.68
2026-07-10	FEDERAL EXPRESS	00601564	9-355-74162	2606 MISC DVR SHIPPING	Electric Utility-Ops General	4,339.43
2026-07-10	FEDERAL EXPRESS	00600639	9-317-68261	2605 MISC DVR SHIPPING	Electric Utility-Ops General	264.76
				Total for Payment No.:		4,624.87

Payment No: 037131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRAINGER-SAN JOSE	00600294	9846824457	SQWINCHER POWDER CONCENTRATE S	Electric Utility-Ops General	602.00
2026-06-12	GRAINGER-SAN JOSE	00600294	9846824457	EAR PLUGS Bell, 33 dB NRR,HONE	Electric Utility-Ops General	331.31
2026-06-12	GRAINGER-SAN JOSE	00600294	9846824457	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility-Ops General	144.37
2026-06-12	GRAINGER-SAN JOSE	00600294	9846824457	PIPE WRENCH, 24IN RIGID STRAIG	Electric Utility-Ops General	746.03
2026-06-12	GRAINGER-SAN JOSE	00600294	9846824457	PLIERS, 6IN LONG NOSE. KLEIN #	Electric Utility-Ops General	79.81
				Total for Payment No.:		1,903.52

Payment No: 000193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	CINTAS CORP #630	00600217	4270329628	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	693.46
2026-06-11	CINTAS CORP #630	00600215	4270036592	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	478.74
2026-06-11	CINTAS CORP #630	00600209	4269548725	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	693.46
2026-06-11	CINTAS CORP #630	00600208	4269287642	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	455.54
2026-06-11	CINTAS CORP #630	00600210	4269873264	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	245.31
2026-06-11	CINTAS CORP #630	00600211	4270035956	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	199.35
2026-06-11	CINTAS CORP #630	00600214	4270036445	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	925.99
				Total for Payment No.:		3,691.85

Payment No: 734479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	INTER DISPOSAL CORP OF CA	00599875	5127-000043575	TMBR TREATD OLD POLES	Electric Utility-Construction	4,471.00
				Total for Payment No.:		4,471.00

Payment No: 037358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00601236	214383	ANNUAL MONITORING CERTIFICATIO	Electric Utility-Ops General	650.00
2026-06-26	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00601234	213920	MONTHLY VISUAL INSPECTION: NOV	Electric Utility-Ops General	2,275.00
				Total for Payment No.:		2,925.00

Payment No: 037335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	OLCESE WATER DISTRICT	00600418	100492	2602 PURCHASE OF VINTAGE RECS	Electric Utility-Ops General	3,525.00
2026-06-26	OLCESE WATER DISTRICT	00600418	100492	2602 SCHEDULNG COORDINATR ID	Electric Utility-Ops General	750.00
				Total for Payment No.:		4,275.00

Payment No: 000238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	ALTEC INDUSTRIES INC	00600773	13625437	970137187 GROUNDING POINT; STU	Electric Utility-Ops General	804.08
2026-07-09	ALTEC INDUSTRIES INC	00600773	13625437	970741221 CUTOUT CLAMP W/T STU	Electric Utility-Ops General	2,854.78
				Total for Payment No.:		3,658.86

Payment No: 734708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GLOBAL RENTAL CO	00600078	31124414	2606 2020 FRGHTLINER M2-106	Electric Utility-Ops General	4,170.50
				Total for Payment No.:		4,170.50

Payment No: 037215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HILL BROTHERS CHEMICAL CO	00599850	INV13155672	2605 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	3,994.80
2026-06-18	HILL BROTHERS CHEMICAL CO	00599850	INV13155672	2605 SUPERFUND EXCISE FEE	Electric Utility-Ops General	12.81
				Total for Payment No.:		4,007.61

Payment No: 734494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MICHAEL ALLEY	00599860	4809941	SMART PNL RBT ACT 6060702	Electric Utility-Ops Restrictd	4,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		4,000.00

Payment No: 734718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HOME DEPOT SUPPLY	00600936	9249692940	JANITORIAL SUPPLIES FOR SVP	Electric Utility-Ops General	666.07
				Total for Payment No.:		666.07

Payment No: 734493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MESA ENERGY SYSTEMS, INC.	00600661	940034328	DVR CHILLER A OIL FEEDLINE REP	Electric Utility-Ops General	3,867.00
				Total for Payment No.:		3,867.00

Payment No: 037197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CONCENTRA MEDICAL CENTERS	00596154	89315960	Physical Examination	Electric Utility-Ops General	50.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596155	89526188	Physical Examination	Electric Utility-Ops General	76.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	Electric Utility-Ops General	412.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	Electric Utility-Ops General	330.00
				Total for Payment No.:		868.00

Payment No: 734486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KONE INC	00599900	872041052	SVP DUANE	Electric Utility-Ops General	130.79
				Total for Payment No.:		130.79

Payment No: 037389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AIRGAS USA, LLC	00601083	9173082823	2606 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-07-10	AIRGAS USA, LLC	00601083	9173082823	2606 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	1,539.62
2026-07-10	AIRGAS USA, LLC	00601083	9173082823	2606 ENERGY CHARGE	Electric Utility-Ops General	6.59
2026-07-10	AIRGAS USA, LLC	00601083	9173082823	2606 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-07-10	AIRGAS USA, LLC	00601083	9173082823	2606 FUEL CHARGE FLAT	Electric Utility-Ops General	21.18
2026-07-10	AIRGAS USA, LLC	00601082	9173082809	2606 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	769.82
2026-07-10	AIRGAS USA, LLC	00601082	9173082809	2606 ENERGY CHARGE	Electric Utility-Ops General	3.29
2026-07-10	AIRGAS USA, LLC	00601082	9173082809	2606 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-07-10	AIRGAS USA, LLC	00601082	9173082809	2606 FUEL CHARGE FLAT	Electric Utility-Ops General	21.18
2026-07-10	AIRGAS USA, LLC	00601082	9173082809	2606 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-07-10	AIRGAS USA, LLC	00600779	9172889298	2606 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-07-10	AIRGAS USA, LLC	00600779	9172889298	2606 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	769.82
2026-07-10	AIRGAS USA, LLC	00600779	9172889298	2606 ENERGY CHARGE	Electric Utility-Ops General	3.29
2026-07-10	AIRGAS USA, LLC	00600779	9172889298	2606 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-07-10	AIRGAS USA, LLC	00600779	9172889298	2606 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
				Total for Payment No.:		3,600.87

Payment No: 037353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STAPLES ADVANTAGE	00600911	7009896998-ELECGEN	OFFICE SUPPLIES	Electric Utility-Ops General	37.19
2026-06-26	STAPLES ADVANTAGE	00600912	7009896998-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	28.09
2026-06-26	STAPLES ADVANTAGE	00600912	7009896998-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	548.86
				Total for Payment No.:		614.14

Payment No: 734956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TJH2B ANALYTICAL SERVICES	00601458	INV19494	SUBSTATION ANALYSIS	Electric Utility-Ops General	3,033.75
2026-07-10	TJH2B ANALYTICAL SERVICES	00601459	INV19496	ZENO SUB TASA ANALISYS	Electric Utility-Ops General	415.00
				Total for Payment No.:		3,448.75

Payment No: 734374

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STERICYCLE INC	00600247	8011542220	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	327.89
2026-06-12	STERICYCLE INC	00600251	8011838879	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	544.41
2026-06-12	STERICYCLE INC	00600252	8011838880	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	272.80
2026-06-12	STERICYCLE INC	00600258	8012143079	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	362.94
2026-06-12	STERICYCLE INC	00600261	8012435001	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	362.94
2026-06-12	STERICYCLE INC	00600263	8012435002	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	116.45
2026-06-12	STERICYCLE INC	00600266	8012726787	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	362.94
2026-06-12	STERICYCLE INC	00600268	8013009321	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	327.89

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STERICYCLE INC	00600272	8013287784	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	231.97
2026-06-12	STERICYCLE INC	00600274	8013574496	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	151.50
2026-06-12	STERICYCLE INC	00600275	8013574497	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2026-06-12	STERICYCLE INC	00600278	8013855634	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	101.00
2026-06-12	STERICYCLE INC	00600280	8013855636	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	50.50
2026-06-12	STERICYCLE INC	00600284	8014137044	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	119.18
2026-06-12	STERICYCLE INC	00600286	8014137045	SHREDDING SERVICES FOR 850 DUA	Electric Utility-Ops General	59.59
				Total for Payment No.:		3,442.50

Payment No: 734650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600300	0008522871-6	2606 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 734280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PACIFIC GAS & ELECTRIC NON-ENERGY	00599278	0008512647-2	2605 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 734906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GLOBAL RENTAL CO	00601312	31144991	2606 2019 FORD F550	Electric Utility-Ops General	2,979.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,979.71

Payment No: 734328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GLOBAL RENTAL CO	00599055	31097281	2606 2019 FORD F550	Electric Utility-Ops General	2,979.71
				Total for Payment No.:		2,979.71

Payment No: 734874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601567	3345487577-5 JUN2026	2606 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	139.68
2026-07-10	PG&E	00601567	3345487577-5 JUN2026	2606 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	80.04
2026-07-10	PG&E	00601567	3345487577-5 JUN2026	2606 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,434.80
2026-07-10	PG&E	00601567	3345487577-5 JUN2026	2606 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,218.45
				Total for Payment No.:		2,872.97

Payment No: 037114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ASPEN ENVIRONMENTAL GROUP	00598892	3694.001-09	2604 COMM SOLAR FEASIBILITY	Electric Utility-Ops Restrictd	472.50
2026-06-12	ASPEN ENVIRONMENTAL GROUP	00600206	3513.006-10	CONSULTANT SERVICES FOR ELECTR	Electric Utility-Ops General	1,573.00
2026-06-12	ASPEN ENVIRONMENTAL GROUP	00600174	3581.014-06	REVIEW OF HAZARDOUS MATERIALS	Electric Utility-Ops General	791.28
				Total for Payment No.:		2,836.78

Payment No: 000217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	WILLIAMS SCOTSMAN INC	00599398	9026080708	INTEREST	Electric Utility-Street Lights	11.69
2026-06-17	WILLIAMS SCOTSMAN INC	00599398	9026080708	LATE FEE PAYMENT	Electric Utility-Street Lights	35.00
2026-06-17	WILLIAMS SCOTSMAN INC	00599356	9025876943	YP2604 40X8 CONTAINER RENT	Electric Utility-Street Lights	749.13
2026-06-17	WILLIAMS SCOTSMAN INC	00599356	9025876943	YP2604 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	29.97
2026-06-17	WILLIAMS SCOTSMAN INC	00599357	9025683876	YP2603 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	29.97
2026-06-17	WILLIAMS SCOTSMAN INC	00599357	9025683876	YP2603 40X8 CONTAINER RENT	Electric Utility-Street Lights	749.13
2026-06-17	WILLIAMS SCOTSMAN INC	00599398	9026080708	YP2605 40X8 CONTAINER RENT	Electric Utility-Street Lights	753.42
2026-06-17	WILLIAMS SCOTSMAN INC	00599398	9026080708	YP2605 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	30.14
				Total for Payment No.:		2,388.45

Payment No: 037391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ALTERNATIVE ENERGY SYSTEMS	00601527	149164	2605EE BLDG ELECTFICATIN TR5	Electric Utility-Ops Restrictd	2,377.50
				Total for Payment No.:		2,377.50

Payment No: 037249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SCHWEITZER ENGINEERING LABORATORIES, INC	00600667	INV-001257492	PART NUMBER LPS#245N SEL-LPS L	Electric Utility-Construction	2,255.21
				Total for Payment No.:		2,255.21

Payment No: 734730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KWAN-MIIN LIEW	00600781	4629490	RES ENGR STR RBT ACT 53563-02	Electric Utility-Ops Restrictd	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 734390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	VERIZON WIRELESS	00599299	6143100702	2604 M2M CHARGES	Electric Utility-Ops General	2,102.96
				Total for Payment No.:		2,102.96

Payment No: 734965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	VERIZON WIRELESS	00601517	6145616133	2605 M2M CHARGES	Electric Utility-Ops General	2,102.52
				Total for Payment No.:		2,102.52

Payment No: 734647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00599997	3345487577-5 MAY2026	2605 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	133.12
2026-06-26	PG&E	00599997	3345487577-5 MAY2026	2605 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	78.78
2026-06-26	PG&E	00599997	3345487577-5 MAY2026	2605 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,040.30
2026-06-26	PG&E	00599997	3345487577-5 MAY2026	2605 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	835.62
				Total for Payment No.:		2,087.82

Payment No: 037156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	POWER MARKET CONSULTING INC	00599276	910	2604 OASISLIVE SUPPORT	Electric Utility-Ops General	2,030.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,030.00

Payment No: 734695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	D&M TRAFFIC SERVICES	00601404	579125	PAINT, MARKING, FLOURESCENT OR	Electric Utility-Ops General	411.56
				Total for Payment No.:		411.56

Payment No: 734862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PACIFIC GAS & ELECTRIC CO	00601469	8530651	2604 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	1,861.51
				Total for Payment No.:		1,861.51

Payment No: 037355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUDHANSHU JAIN	00601021	26499JUN2026	NCPA CONF REIMBURSEMENT	Electric Utility-Ops General	1,489.50
2026-06-26	SUDHANSHU JAIN	00601022	26499MAY2026	CIVICWELL CONF REIMB	Electric Utility-Ops General	352.41
				Total for Payment No.:		1,841.91

Payment No: 734564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BOB ZAMARONI	00600422	43522JUN2026	REFUND EP26-0318 SVP REVIEW	Electric Utility-Ops General	468.00
				Total for Payment No.:		468.00

Payment No: 037318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LCPTRACKER, INC.	00601167	INV559914	PREVAILING WAGE COMPLIANCE	Electric Utility-Ops	1,726.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				MAN	General	
				Total for Payment No.:		1,726.03

Payment No: 037279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES [redacted]	[redacted]	[redacted]
				Total for Payment No.:		1,718.83

Payment No: 037327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,710.00

Payment No: 734357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NORTHWEST INDUSTRIAL ENGINE & COMP	00599920	29163	625-676-601 VALVE REPAIR KIT -	Electric Utility-Ops General	784.05
2026-06-12	NORTHWEST INDUSTRIAL ENGINE & COMP	00599920	29163	LABOR VALVE , HOURLY SHOP LABO	Electric Utility-Ops General	880.00
2026-06-12	NORTHWEST INDUSTRIAL ENGINE & COMP	00599920	29163	ESTIMATED SHIPPING	Electric Utility-Ops General	45.63
				Total for Payment No.:		1,709.68

Payment No: 734368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SANTA CLARA UNIVERSITY	00599284	R25-BOPR-0024-2	BLDG OP RBT ACT 64111-01	Electric Utility-Ops Restrictd	1,662.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,662.87

Payment No: 734863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PACIFIC GAS & ELECTRIC CO	00601470	8530661	2605 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	1,660.21
				Total for Payment No.:		1,660.21

Payment No: 037374

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WESTERN RENEWABLE ENERGY	00600308	WR59502	2605 CERTS RETIRED	Electric Utility-Ops General	1,149.53
2026-06-26	WESTERN RENEWABLE ENERGY	00600308	WR59502	2605 CERTS TRANSFERRED	Electric Utility-Ops General	29.86
2026-06-26	WESTERN RENEWABLE ENERGY	00600308	WR59502	2605 DELIVERABILITY-NERC TAG	Electric Utility-Ops General	212.00
2026-06-26	WESTERN RENEWABLE ENERGY	00600308	WR59502	2605 CERTS CREATED	Electric Utility-Ops General	236.06
				Total for Payment No.:		1,627.45

Payment No: 734527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SANTA CLARA CO DEPT OF ROADS	00599672	187409	ENCROACHMENT PERMIT ENC24-0683	Electric Utility-Construction	1,572.96
				Total for Payment No.:		1,572.96

Payment No: 734913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JOLENE SOARES	00600866	3237A	ADD HVAC RBT ACT 59935-02	Electric Utility-Ops Restrictd	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 734337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HOWDEN USA COMPANY	00600016	ARI/279193	MOT90220MTR VB075B-003	Electric Utility-Ops General	1,490.00
2026-06-12	HOWDEN USA COMPANY	00600016	ARI/279193	MOT90220MTR VB075B-003	Electric Utility-Ops General	8.00
2026-06-12	HOWDEN USA COMPANY	00600017	ARI/279237	MOT90220MTR VB075B-003	Electric Utility-Ops General	-8.00
				Total for Payment No.:		1,490.00

Payment No: 734471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GENERAL PACIFIC INC	00600636	1544284	N700528-BOLT, ALL THD, 5/8IN X	Electric Utility-Ops General	491.68
2026-06-18	GENERAL PACIFIC INC	00600636	1544284	N70061-BOLT, ALL THREAD, 3/4IN	Electric Utility-Ops General	993.90
				Total for Payment No.:		1,485.58

Payment No: 734861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PACIFIC GAS & ELECTRIC CO	00601468	8530649	2603 GRIZZLY SUPPLMNTL ENERGY	Electric Utility-Ops General	1,482.34
				Total for Payment No.:		1,482.34

Payment No: 037111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AIRGAS USA, LLC	00598776	9172268233	2605 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-12	AIRGAS USA, LLC	00598776	9172268233	2605 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-06-12	AIRGAS USA, LLC	00598776	9172268233	2605 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-06-12	AIRGAS USA, LLC	00598778	9172268217	2605 NITROGEN IND 6PK 200	Electric Utility-Ops General	266.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AIRGAS USA, LLC	00598778	9172268217	2605 ENERGY CHARGE	Electric Utility-Ops General	7.68
2026-06-12	AIRGAS USA, LLC	00598778	9172268217	2605 DELIVERY FLAT FEE	Electric Utility-Ops General	123.50
2026-06-12	AIRGAS USA, LLC	00598778	9172268217	2605 FUEL CHARGE FLAT	Electric Utility-Ops General	21.51
2026-06-12	AIRGAS USA, LLC	00598778	9172268217	2605 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	24.69
2026-06-12	AIRGAS USA, LLC	00598776	9172268233	2605 EP 9PPM CM/9PPM NC/NI 15A	Electric Utility-Ops General	820.66
2026-06-12	AIRGAS USA, LLC	00598776	9172268233	2605 ENERGY CHARGE	Electric Utility-Ops General	3.29
				Total for Payment No.:		1,437.07

Payment No: 734869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601525	9644211793-1 JUN2026	2606 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,423.09
				Total for Payment No.:		1,423.09

Payment No: 734648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00599998	9644211793-1 MAY2026	2605 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,395.65
				Total for Payment No.:		1,395.65

Payment No: 037130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRAINGER	00598780	9925666902	2605 21RK73 ELECTRCINSLATEDGLO	Electric Utility-Ops General	107.06
2026-06-12	GRAINGER	00598780	9925666902	2605 3RMV4 ELECTRCINSLATEDGLOV	Electric Utility-Ops General	124.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRAINGER	00598780	9925666902	2605 3RMV5 ELECTRCINSLATEDGLOV	Electric Utility-Ops General	124.38
2026-06-12	GRAINGER	00598780	9925666902	2605 812N53 ELECTRCINSLATEDGLO	Electric Utility-Ops General	339.38
2026-06-12	GRAINGER	00598780	9925666902	2605 795G96 ELECTRCINSLATEDGLO	Electric Utility-Ops General	278.12
2026-06-12	GRAINGER	00599134	9925080815	2605 4F724 TWIST WIRE WHEEL BR	Electric Utility-Ops General	123.29
2026-06-12	GRAINGER	00599134	9925080815	2605 4F723 CRIMPED WIRE WHEEL	Electric Utility-Ops General	124.02
2026-06-12	GRAINGER	00599202	9925595283	2605 3RMT7 ELECTRCINSLATEDGLOV	Electric Utility-Ops General	129.84
				Total for Payment No.:		1,350.47

Payment No: 734741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MICHAEL WAHBA	00597574	2950 B	NEW CIRCUTS RBT ACT 73760-01	Electric Utility-Ops Restrictd	1,348.17
				Total for Payment No.:		1,348.17

Payment No: 037157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	QTS TRS CMBS, LLC	00598893	279493	2606 RACK: 2 POST	Electric Utility-Ops General	166.40
2026-06-12	QTS TRS CMBS, LLC	00598893	279493	2606 CARRIER:CONDUIT INNERDUCT	Electric Utility-Ops General	1,112.80
				Total for Payment No.:		1,279.20

Payment No: 037265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ADVANCED CHEMICAL TRANSPORT	00600156	1399539	2510 HAZ WASTE REMOVAL 10/22	Electric Utility-Ops General	1,159.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,159.20

Payment No: 734330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRAYBAR ELECTRIC	00598396	9352472099	CCH-CP12-A9 CCH PNL W/6 LC DUP	Electric Utility-Construction	1,016.94
2026-06-12	GRAYBAR ELECTRIC	00598397	9352680408	N502061A BPEO-S1-EDP-DROP-7PAS	Electric Utility-Construction	141.17
				Total for Payment No.:		1,158.11

Payment No: 734454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DATAVOICE INTERNATIONAL, INC.	00599869	DVIMN0002027	202606 TEXTING DVI JUNE 2026	Electric Utility-Ops General	1,144.00
				Total for Payment No.:		1,144.00

Payment No: 037217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	INDUSTRIAL SCIENTIFIC CORP	00600560	2923700	INET EQUIPMENT RENTAL	Electric Utility-Ops General	822.19
2026-06-18	INDUSTRIAL SCIENTIFIC CORP	00600560	2923700	ADDITIONAL INET EQUIPMENT RENT	Electric Utility-Ops General	279.86
				Total for Payment No.:		1,102.05

Payment No: 000221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS CORP #630	00601156	5338333708	FIRST AID CABINET SUPPLIES	Electric Utility-Ops General	29.98
2026-06-25	CINTAS CORP #630	00601158	5339985005	FIRST AID CABINET SUPPLIES	Electric Utility-Ops General	38.04
				Total for Payment No.:		68.02

Payment No: 037186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ASPEN ENVIRONMENTAL GROUP	00600632	3581.014-07	REVIEW OF HAZARDOUS MATERIALS	Electric Utility-Ops General	1,015.05
				Total for Payment No.:		1,015.05

Payment No: 037339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PDQ INTERMEDIATE INC	00601165	PDQ 86659	PDQ DEPLOY (PER LICENSE)	Electric Utility-Ops General	455.17
2026-06-26	PDQ INTERMEDIATE INC	00601165	PDQ 86659	PDQ INVENTORY (PER LICENSE)	Electric Utility-Ops General	455.17
				Total for Payment No.:		910.34

Payment No: 037207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRAINGER	00599397	9849437612	2603 5CXL9 RECLOSABLE BAG, 8 I	Electric Utility-Ops General	156.17
2026-06-18	GRAINGER	00599390	9930225397	2605 5YGF2 WINDSOCK, ORANGE, 5	Electric Utility-Ops General	620.17
				Total for Payment No.:		776.34

Payment No: 734377

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SUSAN SAHAMI	00599165	3140A	HT PMP HVAC RBT ACT 48919-25	Electric Utility-Ops Restrictd	899.00
				Total for Payment No.:		899.00

Payment No: 037400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES [redacted]	[redacted]	[redacted]
2026-07-10	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SERVICES	[redacted]	390.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					[redacted]	
				Total for Payment No.:		871.00

Payment No: 734282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PG&E	00599199	3847680626-0 MAY2026	2605 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	845.05
				Total for Payment No.:		845.05

Payment No: 037133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GUIDEHOUSE INC	00599286	0100104919	2504 NERC O&P & CIP SERVICES	Electric Utility-Ops General	843.39
				Total for Payment No.:		843.39

Payment No: 000205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	UNITED SITE SERVICES INC	00599963	114-14145964	T&D RENTAL CHARGES	Electric Utility-Ops General	24.39
2026-06-11	UNITED SITE SERVICES INC	00599963	114-14145964	T&D NON-TAXABLE SERVICES	Electric Utility-Ops General	150.00
2026-06-11	UNITED SITE SERVICES INC	00598886	214-3090451	CREDIT FOR ENRGY & COMPLCE FEE	Electric Utility-Ops General	-16.35
2026-06-11	UNITED SITE SERVICES INC	00598886	214-3090451	CREDIT FOR ENRGY & COMPLCE FEE	Electric Utility-Ops General	-8.18
2026-06-11	UNITED SITE SERVICES INC	00600053	114-14237521	T&D RENTAL CHARGES	Electric Utility-Ops General	98.78
2026-06-11	UNITED SITE SERVICES INC	00600053	114-14237521	T&D NON-TAXABLE SERVICES	Electric Utility-Ops General	413.58
				Total for Payment No.:		662.22

Payment No: 734868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601319	3847680626-0 JUN2026	2606 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	766.19
				Total for Payment No.:		766.19

Payment No: 734487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LAEL ERSKINE	00599313	3368	COOKING RBT ACT 39856-02	Electric Utility-Ops Restrictd	750.00
				Total for Payment No.:		750.00

Payment No: 000216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	UNITED SITE SERVICES INC	00600603	INV-6116196	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.98
2026-06-17	UNITED SITE SERVICES INC	00600603	INV-6116196	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00
2026-06-17	UNITED SITE SERVICES INC	00600606	INV-6117061	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.98
2026-06-17	UNITED SITE SERVICES INC	00600606	INV-6117061	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00
2026-06-17	UNITED SITE SERVICES INC	00600608	INV-6119238	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.98
2026-06-17	UNITED SITE SERVICES INC	00600607	INV-6118693	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.96
2026-06-17	UNITED SITE SERVICES INC	00600607	INV-6118693	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	178.00
2026-06-17	UNITED SITE SERVICES INC	00600608	INV-6119238	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	55.00
2026-06-17	UNITED SITE SERVICES INC	00600610	INV-6119470	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	50.50
2026-06-17	UNITED SITE SERVICES INC	00600610	INV-6119470	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	140.00
2026-06-17	UNITED SITE SERVICES INC	00600613	INV-6121032	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	UNITED SITE SERVICES INC	00600613	INV-6121032	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	55.00
				Total for Payment No.:		724.38

Payment No: 734646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00599996	1543429391-4 MAY2026	2605 ELEC SVC STONY GORGE	Electric Utility-Ops General	714.41
				Total for Payment No.:		714.41

Payment No: 037287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DATABANK HOLDINGS LTD	00599995	355634	2605 5101 LAFAYETTE ST	Electric Utility-Ops General	711.41
				Total for Payment No.:		711.41

Payment No: 037412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAINGER	00600887	9953759678	2606 5KAW9 HARD HAT,TYPE 1, CL	Electric Utility-Ops General	249.69
2026-07-10	GRAINGER	00601086	9952028927	2606 5CXL4 RECLOSABLE BAG, 3 I	Electric Utility-Ops General	45.14
2026-07-10	GRAINGER	00601314	9958814783	2606 469V42 SAFETY SIGN,18 IN	Electric Utility-Ops General	33.59
2026-07-10	GRAINGER	00601317	9957382840	2606 3ARE2 REPLACEMENT EYE WAS	Electric Utility-Ops General	25.36
2026-07-10	GRAINGER	00600640	9947177409	2606 483J28 ADJ. WRENCH,ALLOY	Electric Utility-Ops General	31.50
2026-07-10	GRAINGER	00600640	9947177409	2606 483J30 ADJ. WRENCH,ALLOY	Electric Utility-Ops General	36.83
2026-07-10	GRAINGER	00600643	9948180121	2606 55NV83 SPORTS DRINK MIX,P	Electric Utility-Ops General	31.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAINGER	00600643	9948180121	2606 1UFK6 SPORTS DRINK MIX, L	Electric Utility-Ops General	31.51
2026-07-10	GRAINGER	00600643	9948180121	2606 1UFK6 SPORTS DRINK MIX, L	Electric Utility-Ops General	31.51
2026-07-10	GRAINGER	00600643	9948180121	2606 12P471 DRINK MIX,SUGAR FR	Electric Utility-Ops General	32.25
2026-07-10	GRAINGER	00600643	9948180121	2606 21F251 SF DRINK MIX,STRWB	Electric Utility-Ops General	31.51
2026-07-10	GRAINGER	00600771	9952028901	2606 6NEC9 PEN SET,BLACK,NON-E	Electric Utility-Ops General	29.45
2026-07-10	GRAINGER	00600771	9952028901	2606 6NED0 PEN SET,BLUE,NON-ER	Electric Utility-Ops General	29.45
2026-07-10	GRAINGER	00600772	9952028919	2606 5CXL5 RECLOSABLE BAG, 3 I	Electric Utility-Ops General	49.51
				Total for Payment No.:		688.81

Payment No: 734538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TJH2B ANALYTICAL SERVICES	00599878	INV18115	URANIUM SUBSTATION TASA ANALYS	Electric Utility-Ops General	210.00
2026-06-18	TJH2B ANALYTICAL SERVICES	00599880	INV18114	URANIUM SUB CSD ANLYSIS	Electric Utility-Ops General	444.00
				Total for Payment No.:		654.00

Payment No: 734429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PG&E	00599846	5918427025-0 MAY2026	2605 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	617.20
				Total for Payment No.:		617.20

Payment No: 734587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	RACHEL RADDELLHARRIS	00601272	40002JUN2026	APPA TRAINING REIMBURSEMENT	Electric Utility-Ops General	528.28
				Total for Payment No.:		528.28

Payment No: 734680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CALIF MUNICIPAL UTILITIES ASSN	00599950	26-5777	REG FOR CMUA 3 SVP EMPLOYEES	Electric Utility-Ops General	525.00
				Total for Payment No.:		525.00

Payment No: 734872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601565	5918427025-0 JUN2026	2606 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	500.69
				Total for Payment No.:		500.69

Payment No: 734444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CENTRALCOLO LLC	00599670	047545	2606 COLOCATION BASE RENT	Electric Utility-Ops General	500.00
				Total for Payment No.:		500.00

Payment No: 734916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	KRAFT INDUSTRIAL SUPPLY	00600642	40228	FRWI0030 3"-300/400/600# FLEXS	Electric Utility-Ops General	164.43
2026-07-10	KRAFT INDUSTRIAL SUPPLY	00600642	40228	FRWI0020 2-"-300/400/600# FLEX	Electric Utility-Ops General	114.13
2026-07-10	KRAFT INDUSTRIAL SUPPLY	00600642	40228	FRWI0070 3"-1500# FLEXSEAL RWI	Electric Utility-Ops General	195.26
				Total for Payment No.:		473.82

Payment No: 037258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VANTAGE DATA CENTERS 6, LLC	00599852	011785	2607 CARRIER ACCESS 2897 NW	Electric Utility-Ops General	450.20
				Total for Payment No.:		450.20

Payment No: 734846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	YANWEN QI	00601643	43521JUN2026	SEL HOOVER DAM SEMINAR	Electric Utility-Ops General	440.49
				Total for Payment No.:		440.49

Payment No: 037259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VANTAGE DATA CENTERS 7, LLC	00599851	011789	2607 MMR (MODULE1)	Electric Utility-Ops General	424.36
				Total for Payment No.:		424.36

Payment No: 734768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SEL ENGINEERING SERVICES INC.	00601043	79634	ENGINEERING SERVICES FOR PHASE	Electric Utility-Construction	167.50
2026-06-26	SEL ENGINEERING SERVICES INC.	00601044	80835	ENGINEERING SERVICES FOR PHASE	Electric Utility-Construction	230.00
				Total for Payment No.:		397.50

Payment No: 734265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA DEPT OF TAX & FEE ADMIN	00600171	721440561	USE AND SALES TAX AUDIT	Electric Utility-Ops General	388.90
				Total for Payment No.:		388.90

Payment No: 734439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES ? CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		388.50

Payment No: 734870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601526	3889347290-2 JUN2026	2606 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	371.51
				Total for Payment No.:		371.51

Payment No: 037280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CLEARSTAR, INC.	00600147	1587860	1 NERC check and late fee	Electric Utility-Ops General	95.02
				Total for Payment No.:		95.02

Payment No: 037112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ANIXTER INC.	00600090	6630071-05	PART NUMBER - K7770 PIN, STL,	Electric Utility-Construction	352.75
				Total for Payment No.:		352.75

Payment No: 734841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TIEN TRUONG	00601647	43656MAY2026	SAN ANTONIO, TX TRAINING REIMB	Electric Utility-Ops General	348.37
				Total for Payment No.:		348.37

Payment No: 734832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PAUL HARPER	00601646	43655MAY2026	SAN ANTONIO, TX TRAINING	Electric Utility-Ops	335.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				REIMB	General	
				Total for Payment No.:		335.83

Payment No: 734283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PG&E	00599200	3889347290-2 MAY2026	2605 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	299.53
				Total for Payment No.:		299.53

Payment No: 734826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MATTHEW SALAZAR	00601679	32128JUN2026	Fiber Connect Conference	Electric Utility-Ops General	288.42
				Total for Payment No.:		288.42

Payment No: 734690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CONTRACTOR COMPLIANCE AND MONITORING	00600157	32378	2605 LABOR COMPLIANCE SVC	Electric Utility-Ops General	287.50
				Total for Payment No.:		287.50

Payment No: 734814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JAMES B GOSHIA	00601456	1169JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 734572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DUNCAN, JEFFERY D	00600452	29744JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	280.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		280.00

Payment No: 734416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PATRICK OBRIEN	00599688	30872MAY2026	SFTY BOOT CLOTH REIM FY 25/26	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 734409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JOSHUA SLADWICK	00599724	15579MAY2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 734407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JESSE DELGADO	00599889	28714JUN2026	SFTY BOOT CLOTH REIM FY 25/26	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 734406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JASON S. ELLEFSEN	00599891	41971JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 734398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CRAIG HARRIS	00599687	27257MAY2026	SFTY BOOT CLOTH REIMB FY 25/26	Electric Utility-Ops General	191.63
2026-06-18	CRAIG HARRIS	00599886	27257JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops	88.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		280.00

Payment No: 734873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601566	1543429391-4 JUN2026	2606 ELEC SVC STONY GORGE	Electric Utility-Ops General	266.24
				Total for Payment No.:		266.24

Payment No: 734415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MOISES MELGOZA	00600626	29775MAY2026	CMRG 2026	Electric Utility-Ops General	265.83
				Total for Payment No.:		265.83

Payment No: 734567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CHARLES BANKSTON	00599968	29688JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	263.95
				Total for Payment No.:		263.95

Payment No: 734580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JOSEPH GARTNER III	00600455	17413JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	254.58
				Total for Payment No.:		254.58

Payment No: 734422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	THUCVU QUOC HUYNH	00599884	23776JUN2026	SFTY BOOT/CLOTH REIM FY 25/26	Electric Utility-Ops General	246.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		246.38

Payment No: 734364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	RELEVANT INDUSTRIAL LLC	00599930	3581885	PN# (461510) 68307-004 - TWIST	Electric Utility-Ops General	217.40
2026-06-12	RELEVANT INDUSTRIAL LLC	00599930	3581885	FREIGHT	Electric Utility-Ops General	23.41
				Total for Payment No.:		240.81

Payment No: 037291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	EFFICIENCY SERVICES GROUP, LLC	00600408	31153	YP2605 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	34.51
2026-06-26	EFFICIENCY SERVICES GROUP, LLC	00600408	31153	YP2605 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	105.06
2026-06-26	EFFICIENCY SERVICES GROUP, LLC	00600408	31153	YP2605 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	86.27
				Total for Payment No.:		225.84

Payment No: 734818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JUSTIN IMPSON	00601546	40446JUN2026	BOOT/CLOTHING REIMB FY2025-26	Electric Utility-Ops General	219.99
				Total for Payment No.:		219.99

Payment No: 734589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	REYNOLD A AGUSTIN	00600301	43570JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	219.50
				Total for Payment No.:		219.50

Payment No: 734805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COLIN POWERS	00601655	43616JUN2026	BOOT/CLOTHING REIMB	Electric Utility-Ops General	219.45
				Total for Payment No.:		219.45

Payment No: 734809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FAIAZ NOOR	00601642	29957JUN2026	SEL HOOVER DAM SEMINAR	Electric Utility-Ops General	211.00
				Total for Payment No.:		211.00

Payment No: 734831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MONICA NGUYEN	00601547	25933JUN2026	ELECTRIFICATION SUMMIT REIMB	Electric Utility-Ops General	207.48
				Total for Payment No.:		207.48

Payment No: 734833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PHIL NGO	00601651	43495JUN2026	HYDRO METER MAINTANCE	Electric Utility-Ops General	202.47
				Total for Payment No.:		202.47

Payment No: 734582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MATTHEW ELLIOTT	00599969	25311JUN2026	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	194.24
				Total for Payment No.:		194.24

Payment No: 734880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AT&T CALNET	00601516	000025422218	2606 BAN 9391023689	Electric Utility-Ops General	187.86
				Total for Payment No.:		187.86

Payment No: 734806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	DANIEL BALLIN	00601678	37755JUN2026	CUMA Annual Conf Monterey	Electric Utility-Ops General	178.33
				Total for Payment No.:		178.33

Payment No: 734685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CDW GOVERNMENT	00601155	AJ5WL5D	WARRANTY EXTENSION, FOR SMART	Electric Utility-Ops General	162.98
				Total for Payment No.:		162.98

Payment No: 734430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PG&E	00599847	1501762727-2 MAY2026	2605 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	159.20
				Total for Payment No.:		159.20

Payment No: 734823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MARY MCENROE	00601555	1773JUN2026	CMUA WORKSHOP	Electric Utility-Ops General	152.00
				Total for Payment No.:		152.00

Payment No: 734758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SAFETY GEAR PRO	00601028	251943	Safety glasses	Electric Utility-Ops	115.62

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		115.62

Payment No: 734907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAYBAR ELECTRIC	00601499	9353509675	D275-5 5 IN 127MM LIGHTWEIGHT	Electric Utility-Construction	12.05
2026-07-10	GRAYBAR ELECTRIC	00601499	9353509675	D275-5 5 IN 127MM LIGHTWEIGHT	Electric Utility-Construction	24.10
2026-07-10	GRAYBAR ELECTRIC	00601499	9353509675	2920/L DISP NIT GLV PF W/ TXT	Electric Utility-Construction	78.82
				Total for Payment No.:		114.97

Payment No: 037137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00600234	INV151656	NERC COMPLIANCE TASK 1 INTERNA	Electric Utility-Ops General	100.00
				Total for Payment No.:		100.00

Payment No: 037271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AZCO SUPPLY, INC.	00600931	518258	CONDUIT, PVC, SCH 80, 1/2IN X	Electric Utility-Ops General	81.22
				Total for Payment No.:		81.22

Payment No: 734397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CHRISTOPHER TAYLOR	00600629	24592MAY2026	BOOT CLOTHING REIMB	Electric Utility-Ops General	76.36
				Total for Payment No.:		76.36

Payment No: 734421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	THOMAS MCCULLOUGH	00599689	27744MAY2026	SFTY BOOT CLOTH REIMB FY 25/26	Electric Utility-Ops General	65.97
				Total for Payment No.:		65.97

Payment No: 734649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600012	3219228267-4 JUN2026	YP2605 ELE BENICIA HOUSE	Electric Utility-Ops General	49.30
				Total for Payment No.:		49.30

Payment No: 037410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GMES LLC	00601085	7913227	2606 BA-89N BOTTOM CLIMBER STR	Electric Utility-Ops General	42.81
				Total for Payment No.:		42.81

Payment No: 734813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	HERBERT GONG	00601680	43657JUN2026	CMUA 2026 WORKSHOP	Electric Utility-Ops General	30.75
				Total for Payment No.:		30.75

Payment No: 734812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GWENDOLYN GOODMAN	00601553	14346JUN2026	CMUA WORKSHOP	Electric Utility-Ops General	30.75
				Total for Payment No.:		30.75

Payment No: 734654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600310	2937321050-8 JUN2026	2606 COGEN GAS HEATERS	Electric Utility-Ops General	26.64
				Total for Payment No.:		26.64

Payment No: 734656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600454	2844481498-3 MAY2026	YP2605 ELEC SVC 751 NUTTMAN	Electric Utility-Ops General	15.12
				Total for Payment No.:		15.12

Payment No: 734875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601610	2844481498-3 JUN2026	YP2606 ELEC SVC 751 NUTTMAN	Electric Utility-Ops General	11.28
				Total for Payment No.:		11.28

Payment No: 734710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRAYBAR ELECTRIC	00599975	9353066493	FQ100075909 BPEO S1-S1,5 WALL/	Electric Utility-Construction	11.15
				Total for Payment No.:		11.15

Payment No: 734701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FEDERAL EXPRESS	00600297	9-326-39331	2605 MISC ENGINEERING SHIPPING	Electric Utility-Construction	10.34
				Total for Payment No.:		10.34

Payment No: 734324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	FEDERAL EXPRESS	00599132	9-298-37009	2606 MISC DVR SHIPPING	Electric Utility-Ops	10.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		10.34
				Electric Utility Funds Group Total		**94,283,830.29**

Fund Group: All Other City Funds

Payment No: 037402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CITY OF SAN JOSE	00601572	1289357	OP & MAINT FY 26-27 Q1	Sewer Utility	7,309,221.00
2026-07-10	CITY OF SAN JOSE	00601570	1289356	FY 26-27 Q1 CAPITAL BILLING	Sewer Utility Construction	3,130,033.00
2026-07-10	CITY OF SAN JOSE	00600805	24361771	2026 JUN 4495 ALVISOWTR CHARGE	Water Utility	360.72
				Total for Payment No.:		10,439,614.72

Payment No: 037432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PRISM	00601631	27350019	PREM GENERAL LIABILITY	Special Liability Insurance	3,010,876.00
2026-07-10	PRISM	00601631	27350019	BROKERAGE FEES	Special Liability Insurance	110,517.00
2026-07-10	PRISM	00601542	27100142	BROKERAGE FEES - EXCESS W/C	Workers Compensation	79,045.00
2026-07-10	PRISM	00601542	27100142	PREMIUM - EXCESS WORKERS COMP	Workers Compensation	1,855,139.00
				Total for Payment No.:		5,055,577.00

Payment No: 037436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA VALLEY WATER	00601571	TI002975	JUNE 2026 RINCONADA	Water Utility	744,799.05
2026-07-10	SANTA CLARA VALLEY WATER	00601573	GM105851	2026 MAY PUMP TAX	Water Utility	2,572,451.00
				Total for Payment No.:		3,317,250.05

Payment No: 037248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SANTA CLARA VALLEY WATER DIST	00599837	GM105803	2026 APRIL PUMP TAX	Water Utility	2,739,002.00
				Total for Payment No.:		2,739,002.00

Payment No: W26258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-15	SANTA CLARA CONVENTION CENTER	00600550	2461JUN2026	CIP FUND REQUEST	SCCC Capital Improvement Fund	2,501,521.31
				Total for Payment No.:		2,501,521.31

Payment No: 004026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELECTRONIC FEDERAL TAX	00601441	06/07/26-06/20/26	DD: FED TAXES W/H B2613	Payroll Liability&ClearingAcct	1,478,023.25
2026-06-26	ELECTRONIC FEDERAL TAX	00601441	06/07/26-06/20/26	DD: FED TAXES W/H B2613	Payroll Liability&ClearingAcct	444,960.05
2026-06-26	ELECTRONIC FEDERAL TAX	00601441	06/07/26-06/20/26	DD: FED TAXES W/H B2613	Payroll Liability&ClearingAcct	436,516.14
				Total for Payment No.:		2,359,499.44

Payment No: 004036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ELECTRONIC FEDERAL TAX	00601870	06/21/26-07/04/26	DD: FED TAXES W/H B2614	Payroll Liability&ClearingAcct	1,445,622.12
2026-07-10	ELECTRONIC FEDERAL TAX	00601870	06/21/26-07/04/26	DD: FED TAXES W/H B2614	Payroll Liability&ClearingAcct	450,922.25
2026-07-10	ELECTRONIC FEDERAL TAX	00601870	06/21/26-07/04/26	DD: FED TAXES W/H B2614	Payroll Liability&ClearingAcct	438,788.67
				Total for Payment No.:		2,335,333.04

Payment No: 004021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ELECTRONIC FEDERAL TAX	00600373	05/24/26-06/06/26	DD: FED TAXES W/H B2612	Payroll Liability&ClearingAcct	1,270,283.05
2026-06-12	ELECTRONIC FEDERAL TAX	00600373	05/24/26-06/06/26	DD: FED TAXES W/H B2612	Payroll Liability&ClearingAcct	432,080.11
2026-06-12	ELECTRONIC FEDERAL TAX	00600373	05/24/26-06/06/26	DD: FED TAXES W/H B2612	Payroll Liability&ClearingAcct	427,647.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,130,010.54

Payment No: 037390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ALLIANT INSURANCE SVCS INC	00601624	3592404	PREMIUM WORKPLACE VIOLENCE	General Fund	13,528.96
2026-07-10	ALLIANT INSURANCE SVCS INC	00601625	3599939	PREMIUM PROF LIAB	General Fund	197,778.00
2026-07-10	ALLIANT INSURANCE SVCS INC	00601537	10187379	PREMIUM - APIP2026	General Fund	1,618,417.04
2026-07-10	ALLIANT INSURANCE SVCS INC	00601533	3592883	PREMIUM - GEN LIAB - MUNI	Convention Cnt Maintenance Dis	38,273.27
2026-07-10	ALLIANT INSURANCE SVCS INC	00601534	3593066	PREMIUM - EXCESS COMM LIAB	Convention Cnt Maintenance Dis	34,420.28
2026-07-10	ALLIANT INSURANCE SVCS INC	00601535	3597343	PREMIUM - FIDUCIARY LIABILITY	General Fund	23,350.00
2026-07-10	ALLIANT INSURANCE SVCS INC	00601536	3599123	PREMIUM - SPECIAL EVENT LIAB	General Fund	2,983.00
				Total for Payment No.:		1,928,750.55

Payment No: 004034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-08	CAL PERS - HEALTH	00601777	JUL-26	DD HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,753,671.46
2026-07-08	CAL PERS - HEALTH	00601777	JUL-26	DD HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	96,866.31
				Total for Payment No.:		1,850,537.77

Payment No: 004019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-08	CAL PERS - HEALTH	00599707	JUN-26	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,707,307.03
2026-06-08	CAL PERS - HEALTH	00599707	JUN-26	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	98,485.42
				Total for Payment No.:		1,805,792.45

Payment No: 037153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	O'GRADY PAVING INC	00600061	9406	LAFAYETTE STREET CLASS IV BIKE	Streets and Highways Capital F	1,827,152.80
2026-06-12	O'GRADY PAVING INC	00600061	9406	CONTINGENCY.	Streets and Highways Capital F	65,745.28
2026-06-12	O'GRADY PAVING INC	00600061	9406	RETENTION	Streets and Highways Capital F	-94,644.90
				Total for Payment No.:		1,798,253.18

Payment No: 004043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-16	CAL PERS - PO BOX 1982	00602245	05/24/26-06/06/26	DD EMPLOYER/EMPLOYEE DED B2612	Payroll Liability&ClearingAcct	641,437.81
2026-06-16	CAL PERS - PO BOX 1982	00602245	05/24/26-06/06/26	DD EMPLOYER/EMPLOYEE DED B2612	Payroll Liability&ClearingAcct	1,130,751.81
				Total for Payment No.:		1,772,189.62

Payment No: 004032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-30	CAL PERS - PO BOX 1982	00601477	06/07/26-06/20/26	DD EMPLOYER/EMPLOYEE DED B2613	Payroll Liability&ClearingAcct	625,791.01
2026-06-30	CAL PERS - PO BOX 1982	00601477	06/07/26-06/20/26	DD EMPLOYER/EMPLOYEE DED B2613	Payroll Liability&ClearingAcct	1,100,687.67
				Total for Payment No.:		1,726,478.68

Payment No: 037150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MISSION TRAIL WASTE SYSTEMS	00600075	1839JUN2026	CSC MONTHLY COLLECTION MAY2026	Solid Waste Program	257,954.70
2026-06-12	MISSION TRAIL WASTE SYSTEMS	00600075	1839JUN2026	CSC MONTHLY COLLECTION MAY2026	Solid Waste Program	1,083,992.54
				Total for Payment No.:		1,341,947.24

Payment No: W26253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-08	SANTA CLARA STADIUM AUTHORITY	00599817	20620JUN2026	WT: SCSA 25/26 Q4 CFD TAX REIM	Community Facilities Dist-SCSA	1,094,824.31
				Total for Payment No.:		1,094,824.31

Payment No: 037441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	UNISYS CORP	00601770	1050586	INFORMATION TECHNOLOGY OUTSOUR	Information Technology Service	822,492.71
2026-07-10	UNISYS CORP	00601770	1050586	STADIUM OPERATIONS APR 2026	General Fund	1,026.00
2026-07-10	UNISYS CORP	00601770	1050586	FINANCE FHRMS APR 2026	General Government - Other	8,328.88
				Total for Payment No.:		831,847.59

Payment No: 037300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GREENWASTE RECOVERY LLC	00600072	GWR00000285	RECOLOGY RECYCLE MAY 2026	Solid Waste Program	39,829.15
2026-06-26	GREENWASTE RECOVERY LLC	00600074	GWR00000284	GWR BILLING FOR MAY 2026	Solid Waste Program	770,463.21
				Total for Payment No.:		810,292.36

Payment No: W26260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-16	SFPUC WATER DEPT	00600060	2395JUN2026	WT 2026 MAY WATER PURCHASES	Water Utility	706,949.06
				Total for Payment No.:		706,949.06

Payment No: 037247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SANTA CLARA VALLEY WATER	00599873	TI002967	2026 MAY RINCONADA	Water Utility	694,473.75
				Total for Payment No.:		694,473.75

Payment No: 004027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA EMPLOYMENT DEVELOPMENT DEPT	00601445	06/07/26-06/20/26	DD: SIT & SDI W/H B2613	Payroll Liability&ClearingAcct	610,804.23
2026-06-26	CA EMPLOYMENT DEVELOPMENT DEPT	00601445	06/07/26-06/20/26	DD: SIT & SDI W/H B2613	Payroll Liability&ClearingAcct	69,692.22
				Total for Payment No.:		680,496.45

Payment No: 004035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA EMPLOYMENT DEVELOPMENT DEPT	00601869	06/21/26-07/04/26	DD: SIT & SDI W/H B2614	Payroll Liability&ClearingAcct	600,117.05
2026-07-10	CA EMPLOYMENT DEVELOPMENT DEPT	00601869	06/21/26-07/04/26	DD: SIT & SDI W/H B2614	Payroll Liability&ClearingAcct	69,942.12
				Total for Payment No.:		670,059.17

Payment No: 004020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA EMPLOYMENT DEVELOPMENT DEPT	00600372	05/24/26-06/06/26	DD: SIT & SDI W/H B2612	Payroll Liability&ClearingAcct	533,669.01
2026-06-12	CA EMPLOYMENT DEVELOPMENT DEPT	00600372	05/24/26-06/06/26	DD: SIT & SDI W/H B2612	Payroll Liability&ClearingAcct	67,312.52
				Total for Payment No.:		600,981.53

Payment No: W26257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00600387	05/24/26-06/06/26	WT: B2612 DEFERRED COMP	Fringe Benefits	600,560.65
				Total for Payment No.:		600,560.65

Payment No: W27007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NATIONWIDE RETIREMENT	00601876	06/21/26-07/04/26	WT: B2614 DEFERRED COMP	Fringe Benefits	600,381.86

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	SOLUTIONS, INC.					
				Total for Payment No.:		600,381.86

Payment No: 037312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INTERNATIONAL SWIM CENTER 2026 LLC	00601040	Pay App 3	INTERNATIONAL SWIM CENTER REHA	SA General Obligation Bnd- CIP	588,220.47
2026-06-26	INTERNATIONAL SWIM CENTER 2026 LLC	00601040	Pay App 3	RETENTION	SA General Obligation Bnd- CIP	-29,411.03
				Total for Payment No.:		558,809.44

Payment No: W26272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00601457	06/07/26-06/20/26	WT: B2613 DEFERRED COMP	Fringe Benefits	470,528.19
				Total for Payment No.:		470,528.19

Payment No: 037237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	O'GRADY PAVING INC	00600588	Partial Retention Release	Partial Retention Release	Streets and Highways Capital F	440,445.11
				Total for Payment No.:		440,445.11

Payment No: 037221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KASTECH SOFTWARE SOLUTIONS	00600628	CITY1-2026-005	TASK ORDER PUR-003-0; PROJECT	General Government - Other	93,482.26
2026-06-18	KASTECH SOFTWARE SOLUTIONS	00600627	INVOICE#32280	TASK ORDER PUR-003-0; PROJECT	General Government - Other	79,991.82
2026-06-18	KASTECH SOFTWARE SOLUTIONS	00600487	32152	TASK ORDER FIN-001-0; GENERAL	General Government - Other	88,126.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KASTECH SOFTWARE SOLUTIONS	00600490	33029	TASK ORDER FIN-001-0; GENERAL	General Government - Other	109,408.71
2026-06-18	KASTECH SOFTWARE SOLUTIONS	00600493	36117	TASK ORDER FIN-001-0; GENERAL	General Government - Other	59,225.49
				Total for Payment No.:		430,235.00

Payment No: 037430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PARS/GASB 45	00601627	14589JUL2026	MONTLY CONT JULY 2026	OPEB Plan Trust Fund	422,667.00
				Total for Payment No.:		422,667.00

Payment No: 004024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	THE HUT SANTA CLARA (Purchase)	General Fund	153.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	THE HUT SANTA CLARA (Purchase)	General Fund	12.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	TST*MISSION CITY GR (Purchase)	General Fund	67.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	DD *DOORDASH PANERA (Purchase)	General Fund	69.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	TST*MISSION CITY GR (Purchase)	General Fund	183.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	5.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 640 (Purchase)	General Fund	57.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	Water Utility	28.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STAPLES 0719 (Purchase)	General Fund	91.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	110.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	General Fund	52.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SANTA CLARA WINDUST (Purchase)	General Fund	170.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SHERWIN-WILLIAMS708 (Purchase)	General Fund	236.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	13.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	HAO STEEL INC (Purchase)	General Fund	309.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	HAO STEEL INC (Purchase)	General Fund	45.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	92.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	45.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STANDARD PLUMBING 9 (Purchase)	General Fund	19.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	BLINDS USA INC (Purchase)	General Fund	155.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	32.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	HARBOR FREIGHT TOOL (Purchase)	Fleet Operation Fund	274.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	INTERNATIONAL FACIL (Purchase)	General Fund	420.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	GRAINGER (Purchase)	General Fund	146.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	10.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	IIA STORE (Purchase)	General Fund	200.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	GOVERNMENT FINANCE (Purchase)	General Fund	105.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601376	PC0526FINC	THE SOURCING GROUP (Purchase)	General Fund	175.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	THE SOURCING GROUP (Purchase)	General Fund	357.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	SJ MERCURY NEWS CIR (Purchase)	General Fund	34.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	AMAZON MKTPL (Purchase)	Water Utility	164.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	183.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	26.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	Building New Dvlpmnt Srvc Fee	55.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	Building New Dvlpmnt Srvc Fee	10.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	223.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	258.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	USPS PO 0569480201 (Purchase)	General Fund	105.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601376	PC0526FINC	CORE MAIN - CA016 (Purchase)	Water Utility	307.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	INT'L CODE COUNCIL (Purchase)	Fire CUPA program Fund	130.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMERICAN HEART SHOP (Purchase)	General Fund	82.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMERICAN HEART SHOP (Purchase)	General Fund	70.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	MEDWASTE MANAGEMENT (Purchase)	General Fund	175.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	MEDWASTE MANAGEMENT (Purchase)	General Fund	149.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	48.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AIRGAS - WEST SURCH (Purchase)	General Fund	1,468.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	264.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	9.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	ENGINEERS BD (Purchase)	Fire New Dvlpmnt Srvc Fee	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	DAILY DONUTS AND SA (Purchase)	General Fund	49.89
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	JPMC FEE (Purchase)	General Fund	0.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	BETTER CHOICE COSTU (Purchase)	General Fund	1,732.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*E65QX2C9 (Purchase)	General Fund	61.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	CITYSANTACLARAPERMI (Purchase)	General Fund	5.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SQ *CRAMER'S BAGELS (Purchase)	General Fund	31.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	167.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OPENAI *CHATGPT SUB (Purchase)	General Fund	20.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OPENAI *CHATGPT SUB (Purchase)	General Fund	480.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OPENAI *CHATGPT SUBSC (Credit)	General Fund	-15.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	INT'L CODE COUNCIL (Purchase)	General Fund	150.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	INT'L CODE COUNCIL (Purchase)	General Fund	210.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	INT'L CODE COUNCIL (Purchase)	General Fund	562.47
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601377	PC0526FIRE	INT'L CODE COUNCIL (Purchase)	General Fund	79.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	FIRE PROTECTION PUB (Purchase)	General Fund	215.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	TARGET 00028 (Purchase)	General Fund	168.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PANERA BREAD 20448 (Purchase)	General Fund	205.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	ADOBE INC (Purchase)	General Fund	49.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PAYPAL (Purchase)	General Fund	600.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	TICKETS*CODE ENFOR (Purchase)	General Fund	153.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	TICKETS*EMOTIONAL (Purchase)	General Fund	132.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	ACCURIS (Purchase)	General Fund	451.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	JPMC FEE (Purchase)	General Fund	0.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	17.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	QAL-TEK ASSOCIATES (Purchase)	General Fund	1,412.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	STARLINK INTERNET (Purchase)	General Fund	15.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	52.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	56.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SQ *LA BURBUJA (Purchase)	General Fund	85.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	MOUNTAIN MIKES PIZZ (Purchase)	General Fund	330.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*BF9Y513J (Purchase)	General Fund	30.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*DN9O90TC (Purchase)	General Fund	14.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	NI GOVERNMENT (Purchase)	General Fund	92.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*5P4V00JC (Purchase)	General Fund	102.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE SOURCING GROUP (Purchase)	General Fund	71.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	181.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	163.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	374.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	85.89
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	A SLICE OF NY - SJ (Purchase)	General Fund	301.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 630 (Purchase)	General Fund	134.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	MUSSON THEATRICAL (Purchase)	General Fund	383.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OHD LLLP (Purchase)	General Fund	156.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OHD LLLP (Purchase)	General Fund	814.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	OHD LLLP (Purchase)	General Fund	970.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601377	PC0526FIRE	SP HEIMAN FIRE EQUI (Purchase)	General Fund	752.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SP FIREFIGHTER STRA (Purchase)	General Fund	432.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	46.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMETEK BROOKFIELD (Purchase)	General Fund	880.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 0630 (Credit)	General Fund	-103.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	NORTHWEST HAZMAT IN (Purchase)	General Fund	1,090.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	ULINE *SHIP SUPPLI (Purchase)	General Fund	370.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	GRAINGER (Purchase)	General Fund	74.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	NORTHWEST HAZMAT IN (Purchase)	General Fund	454.64
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	HI-LIFT JACK COMPAN (Purchase)	General Fund	582.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	IRONFOXTOOLCO.COM (Purchase)	General Fund	1,133.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	LOWES 00907 (Purchase)	General Fund	415.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	13.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	11.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	FASTRAK VIOLATION C (Purchase)	General Fund	13.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	HOMEDEPOT.COM (Purchase)	General Fund	30.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	LOWES 00907 (Purchase)	General Fund	249.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	GRAINGER (Credit)	General Fund	-20.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	HOMEDEPOT.COM (Purchase)	General Fund	55.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	GRAINGER (Purchase)	General Fund	190.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	TRIMBLE INC. (Purchase)	General Fund	19.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SP PACIFIC COAST FL (Purchase)	General Fund	217.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	COSTCO DELIVERY 84 (Purchase)	General Fund	469.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	USPS.COM CLICKNSHIP (Purchase)	General Fund	66.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	13.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	6.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	31.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	289.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	44.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	HYATT PLACE SACRAME (Purchase)	General Fund	177.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	46.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	HOMEDEPOT.COM (Purchase)	General Fund	547.65
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601377	PC0526FIRE	HOMEDEPOT.COM (Purchase)	General Fund	130.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SP RED TOOL STORE (Purchase)	General Fund	3,633.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	36.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	NATIONAL GYM SUPPLY (Purchase)	General Fund	285.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	TFS*THERMOEBERLINEL (Purchase)	General Fund	2,594.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	THE HOME DEPOT 063 (Purchase)	General Fund	35.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	40.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	WWW COSTCO COM (Purchase)	General Fund	724.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	WWW COSTCO COM (Purchase)	General Fund	147.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	970.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*V60PJ317 (Purchase)	General Fund	21.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	94.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	7.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	SPI*DIRECTV SERVICE (Purchase)	General Fund	206.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	PRIMO BRANDS/WATERS (Purchase)	General Fund	60.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	UPS (Purchase)	General Fund	27.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	TELEGRAPH PLZ GRG P (Purchase)	General Fund	6.25
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	ZOOM.COM 888-799-96 (Purchase)	General Fund	15.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	CALPELRA (Purchase)	General Fund	875.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	CALPELRA (Purchase)	General Fund	390.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	CALPELRA (Purchase)	General Fund	875.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	RES* MONTEREYHO (Credit)	General Fund	-2,118.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	RES* MONTEREYHO (Credit)	General Fund	-206.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	SMART AND FINAL 448 (Purchase)	General Fund	16.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	AMAZON MKTPL (Purchase)	General Fund	126.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	Building New Dvlpmnt Srvc Fee	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	Information Technology Service	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	General Fund	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	General Fund	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	Water Recycling Program	7.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	Water Utility	33.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	Sewer Utility	33.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	BEST BEST AND KRIEG (Purchase)	General Fund	150.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	AMAZON MKTPL (Purchase)	General Fund	87.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	1,226.98
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology	30.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Service	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601378	PC0526HREC	FRAUD REBILL (Purchase)	General Fund	524.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	CDW GOVT AJ1GB3H (Purchase)	Information Technology Service	466.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ACCELA (Purchase)	Information Technology Service	1,295.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	EXECUTIVE.BERKELEY. (Purchase)	Information Technology Service	5,400.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	350.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	117.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	100.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	TRANSOFT SOLUTION I (Purchase)	General Fund	2,030.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	DMI* DELL K-12/GOVT (Purchase)	Building New Dvlpmnt Srvc Fee	465.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON.COM*BF8Q3162 (Purchase)	Information Technology Service	345.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	BLUEBEAM INC. (Purchase)	Fire New Dvlpmnt Srvc Fee	260.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	176.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ARIN (Purchase)	Information Technology Service	275.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	DMI* DELL K-12/GOVT (Purchase)	Information Technology Service	443.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	DMI* DELL K-12/GOVT (Purchase)	General Fund	189.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	LOGICAL OPERATIONS (Purchase)	Information Technology Service	54.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZANOTTO'S FAMILY MA (Purchase)	Information Technology Service	263.64

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	STARBUCKS STORE 006 (Purchase)	Information Technology Service	44.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZOOM.COM 888-799-96 (Purchase)	General Fund	105.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZOOM.COM 888-799-96 (Purchase)	Information Technology Service	1,020.89
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZOOM.COM 888-799-96 (Purchase)	General Fund	180.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	18.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	AMAZON MKTPL (Purchase)	Information Technology Service	93.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	JPMC FEE (Purchase)	General Fund	0.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	JPMC FEE (Purchase)	General Fund	0.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	CITYSANTACLARAPERMI (Purchase)	General Fund	5.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	CITYSANTACLARAPERMI (Purchase)	General Fund	5.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZOOM.COM 888-799-96 (Purchase)	General Fund	339.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	ZOOM.COM 888-799-96 (Purchase)	General Fund	26.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	JPMC FEE (Purchase)	General Fund	0.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	DNH*GODADDY (Purchase)	Information Technology Service	14.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601379	PC0526INFO	SSL.COM CERTIFICATE (Purchase)	Information Technology Service	88.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*BJ6F26RR (Purchase)	Library Operating Grant Fund	8.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	TST* BAY AREA PIZZA (Purchase)	Library Operating Grant Fund	338.53
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant	30.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Fund	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	WORDWALL.NET (Purchase)	Library Operating Grant Fund	232.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	97.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	1,908.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	14.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	21.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	17.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	39.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	57.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	347.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	23.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*OF3VU45R (Purchase)	Library Operating Grant Fund	38.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	33.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SCHOOL SPECIALTY EC (Purchase)	General Fund	764.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	304.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	97.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	DEMCO INC (Purchase)	General Fund	51.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	UBER *TRIP (Purchase)	General Fund	67.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	10.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	78.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	COMCAST / XFINITY (Purchase)	General Fund	132.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	83.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	196.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	140.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SP TOTE-BAG-FACTORY (Purchase)	General Fund	381.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	LAKESHORE LEARNING (Purchase)	General Fund	313.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	14.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*BV0R790Z (Purchase)	General Fund	19.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	26.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	93.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SP RESOURCE AREA FO (Purchase)	Library Operating Grant Fund	58.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	200.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	1,760.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	28.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	269.79
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601380	PC0526LIBR	MICHAELS STORES 671 (Purchase)	Library Operating Grant	14.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Fund	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	TST* BAY AREA PIZZA (Purchase)	Library Operating Grant Fund	364.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	99.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*BF9YY3JV (Purchase)	General Fund	144.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	54.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	465.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	160.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	10.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	DISCOUNTSCH 8006272 (Purchase)	General Fund	126.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	239.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	1,212.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-82.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SAFEWAY 1483 (Purchase)	Library Operating Grant Fund	39.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	PATREON* MEMBERSHIP (Purchase)	Library Operating Grant Fund	71.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	65.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	Library Operating Grant Fund	321.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SAINT PETERSBURG TR (Purchase)	General Fund	1,002.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SAINT PETERSBURG TR (Purchase)	General Fund	1,503.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	UBER *TRIP (Purchase)	General Fund	88.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*NE3KI958 (Purchase)	Library Operating Grant Fund	42.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*7S4MQ1P1 (Purchase)	Library Operating Grant Fund	63.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON.COM*BF0170V7 (Purchase)	Library Operating Grant Fund	101.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	27.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	9.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	7.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PANERA BREAD 20448 (Purchase)	Building New Dvlpmnt Srvc Fee	68.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PANERA BREAD 20448 (Purchase)	General Fund	21.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PANERA BREAD 20448 (Purchase)	General Fund	16.89
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	COSTCO WHSE 0129 (Purchase)	Building New Dvlpmnt Srvc Fee	138.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SPECIALTYS.COM (Purchase)	Building New Dvlpmnt Srvc Fee	592.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PEETSCOFFEE/MIGHTYL (Purchase)	Building New Dvlpmnt Srvc Fee	63.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PEETSCOFFEE/MIGHTYL (Purchase)	Building New Dvlpmnt Srvc Fee	25.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SAFEWAY 0763 (Purchase)	Building New Dvlpmnt Srvc Fee	28.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SAFEWAY 0763 (Purchase)	General Fund	9.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SAFEWAY 0763 (Purchase)	General Fund	7.04
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601366	PC0526BLDG	SJ MERCURY NEWS CIR (Purchase)	Building New Dvlpmnt	9.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				Srvc Fee	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SJ MERCURY NEWS CIR (Purchase)	General Fund	3.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	SJ MERCURY NEWS CIR (Purchase)	General Fund	2.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	THE SOURCING GROUP (Purchase)	Building New Dvlpmnt Srvc Fee	71.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	PRIMO BRANDS/WATERS (Purchase)	Building New Dvlpmnt Srvc Fee	281.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	RESIDENCE INN DOWNT (Purchase)	Building New Dvlpmnt Srvc Fee	1,982.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	165.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	155.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	ENGINEERS BD (Purchase)	Building New Dvlpmnt Srvc Fee	360.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	ACCESSIBILITY 2026 (Purchase)	Building Fee Admin Retainage	400.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	4IMPRINT INC (Purchase)	Building New Dvlpmnt Srvc Fee	846.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	185.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	ACCELA (Purchase)	Building New Dvlpmnt Srvc Fee	1,295.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	UNITED AIRLINES (Purchase)	Building New Dvlpmnt Srvc Fee	606.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	UNITED AIRLINES (Purchase)	Building New Dvlpmnt Srvc Fee	33.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	UNITED AIRLINES (Purchase)	Building New Dvlpmnt Srvc Fee	33.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	AMAZON.COM*RG3R77XP (Purchase)	Building New Dvlpmnt Srvc Fee	298.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	LEAGUE OF CALIFORNI (Purchase)	General Fund	35.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	ONELEGAL CCSALE0837 (Purchase)	General Fund	18.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	INREACH ONLINE CLE (Purchase)	General Fund	75.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	FA DNA ONLINE STORE (Purchase)	General Fund	8.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	FA DNA ONLINE STORE (Purchase)	General Fund	9.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	HILTON LA UNIVRSAL (Purchase)	General Fund	861.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	HILTON LA UNIVRSAL (Purchase)	General Fund	574.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	ONELEGAL CCSALE0837 (Purchase)	General Fund	18.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	HILTON LA UNIVRSAL (Purchase)	General Fund	574.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	HILTON LA UNIVRSAL (Purchase)	General Fund	574.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	HILTON LA UNIVRSAL (Purchase)	General Fund	574.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	SOUTHWEST (Purchase)	General Fund	328.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601367	PC0526ATTY	CHIPOTLE MEX GR ONL (Purchase)	General Fund	27.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	4IMPRINT INC (Purchase)	General Fund	262.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MMANC (Purchase)	General Fund	95.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MENDOCINOFARMS (Purchase)	General Fund	342.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	85.28
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601368	PC0526MNGR	AMAZON.COM*BJ0AQ8K6	General Fund	57.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT			(Purchase)		
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*BJ18J5KO (Purchase)	General Fund	19.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	CHIPOTLE MEX GR ONL (Purchase)	General Fund	33.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	CHIPOTLE ONLINE (Purchase)	General Fund	886.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	30.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	TERIYAKIMADNESS (Purchase)	General Fund	380.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	419.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	76.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	44.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	473.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*BF9Q75HP (Purchase)	General Fund	24.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	87.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*WB6S348R (Purchase)	General Fund	13.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	80.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	57.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	79.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	79.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-29.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-23.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-19.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-30.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	PANERA BREAD 20448 (Purchase)	General Fund	273.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	116.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	137.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SQ *NICK THE GREEK (Purchase)	General Fund	905.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SQ *NICK THE GREEK (Purchase)	General Fund	531.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MENDOCINOFARMS (Purchase)	General Fund	191.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*FS5Z9280 (Purchase)	General Fund	54.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	TERIYAKIMADNESSCATE (Purchase)	General Fund	957.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	HYATT PLACE SACRAME (Purchase)	General Fund	177.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	DD *DOORDASH CRUST- (Purchase)	General Fund	73.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	REMARKABLE (Purchase)	General Fund	3.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMERICASCORES (Purchase)	S.C.Stadium Authority Ops	1,080.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SPI*DIRECTV SERVICE (Purchase)	General Fund	149.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FASTRAK VIOLATION C (Purchase)	General Fund	8.50
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601368	PC0526MNGR	USPS PO 0569480201 (Purchase)	General Fund	5.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	THE ATHLETIC (Purchase)	S.C.Stadium Authority Ops	7.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SJ MERCURY NEWS CIR (Purchase)	General Fund	6.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	IN *JP GRAPHICS (Purchase)	General Fund	1,168.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SOUTHWEST (Purchase)	General Fund	485.80
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	UIT CVENT* SUSTAINA (Purchase)	General Fund	150.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MMANC (Purchase)	General Fund	95.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SJ MERCURY NEWS CIR (Purchase)	General Fund	18.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	47.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SILICON VALLEY SIGN (Purchase)	General Government - Other	1,728.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	PRINTPAPA (Purchase)	General Fund	1,669.80
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*FJ0PI969 (Purchase)	General Fund	64.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON.COM*C72YG56Q (Purchase)	General Fund	146.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	HYATT PLACE SACRAME (Purchase)	General Fund	347.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	HYATT PLACE SACRAME (Purchase)	General Fund	347.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	HYATT PLACE SACRAME (Purchase)	General Fund	347.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *HCN6BLR6C2 (Purchase)	General Fund	125.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	6.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *BRQM8MD6C2 (Purchase)	General Fund	125.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *H6CDFMZ6C2 (Purchase)	General Fund	125.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *39VU3M56C2 (Purchase)	General Fund	125.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *CB6Y3MD6C2 (Purchase)	General Fund	125.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	6.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	SF CHRONICLE SUBSCR (Purchase)	General Fund	31.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	PY *BG CONCEPTS CO. (Purchase)	General Fund	266.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MINUTEMAN PRESS - S (Purchase)	General Fund	101.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MINUTEMAN PRESS - S (Purchase)	General Fund	818.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	APPLE.COM/BILL (Purchase)	General Fund	19.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	FACEBK *LCS9RND6C2 (Purchase)	General Fund	15.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	GOOGLE*GOOGLE ONE (Purchase)	General Fund	19.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	96.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	MOTIONARRY* MOTION (Purchase)	General Fund	29.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	VISTAPRINT (Purchase)	General Fund	1,993.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	143.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601368	PC0526MNGR	AMAZON MKTPL (Purchase)	General Fund	6.57
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601369	PC0526CMSV	APPLE.COM/BILL (Purchase)	General Fund	9.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	THE SOURCING GROUP (Purchase)	General Fund	76.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	AMAZON MKTPL (Purchase)	General Fund	126.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	AMAZON MKTPL (Purchase)	General Fund	24.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	SJ MERCURY NEWS CIR (Purchase)	General Fund	52.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	PRINTPAPA (Purchase)	General Fund	282.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	PRINTPAPA (Purchase)	General Fund	34.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601369	PC0526CMSV	DROPBOX*4RJ5RQ35MRD (Purchase)	General Fund	90.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601373	PC0526EREC	CSMFO (Purchase)	General Fund	60.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	AMAZON MKTPL (Purchase)	General Fund	30.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	AMAZON.COM*BF0ND61B (Purchase)	General Fund	120.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	AMAZON MKTPL (Purchase)	General Government - Other	145.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	AMAZON MKTPL (Purchase)	General Fund	382.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	THE HOME DEPOT 063 (Purchase)	General Fund	74.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	WWW.APWA.NET (Purchase)	General Fund	21.00

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2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	ENGINEERS BD (Purchase)	General Fund	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	MMANC (Purchase)	General Fund	185.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	UPRR REAL ESTATE (Purchase)	Sewer Utility Construction	1,055.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	UPRR REAL ESTATE (Purchase)	Sewer Utility Construction	1,055.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	VCN (Purchase)	Streets and Highways Capital F	52.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	HYATT PLACE SACRAME (Purchase)	General Fund	190.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601374	PC0526ENGN	AMAZON MKTPL (Purchase)	General Fund	85.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP CLK SUPPLIES LLC (Purchase)	Water Utility	61.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP CLK SUPPLIES LLC (Purchase)	General Fund	37.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP CLK SUPPLIES LLC (Purchase)	General Fund	70.44
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	16.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	Public Buildings	15.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	16.44
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	54.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP CLK SUPPLIES LLC (Purchase)	Water Utility	33.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	12.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SP TRUDOOR (Purchase)	General Fund	46.75
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601375	PC0526FACL	IMLSS UTAH (Purchase)	General Fund	3,998.57

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	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	Water Utility	30.64
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 064 (Purchase)	Water Utility	140.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE WEBSTAURANT STO (Purchase)	Water Utility	32.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STANDARD PLUMBING 9 (Purchase)	General Fund	98.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	LS TAP PLASTICS IN (Purchase)	General Fund	24.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	ZORO TOOLS INC (Purchase)	General Fund	283.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STANDARD PLUMBING 9 (Purchase)	General Fund	23.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	Expendable Trust Funds	19.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	9.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	GIH*GLOBALINDUSTRIA (Purchase)	General Fund	1,633.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	38.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STANDARD PLUMBING 9 (Purchase)	General Fund	36.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	3.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	Expendable Trust Funds	75.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 630 (Purchase)	General Fund	25.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SHERWIN-WILLIAMS708 (Purchase)	Expendable Trust Funds	35.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	SHERWIN-WILLIAMS708 (Purchase)	Expendable Trust Funds	35.39

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2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	STANDARD PLUMBING 9 (Purchase)	General Fund	28.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	451.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	200.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	142.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON.COM*BV9XH33A (Purchase)	General Fund	35.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	1,190.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	110.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	320.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	General Fund	97.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	General Fund	140.44
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	165.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	General Fund	40.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	197.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	ANCHOR ELECTRONICS (Purchase)	General Fund	96.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	General Fund	36.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	IMLSS UTAH (Purchase)	Water Utility	251.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	IMLSS UTAH (Purchase)	Sewer Utility	251.88
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601375	PC0526FACL	SP EXIT SIGN WAREHO (Purchase)	General Fund	3,621.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	IMLSS UTAH (Purchase)	General Fund	1,439.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	AMAZON MKTPL (Purchase)	Water Utility	142.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	142.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	790.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	SP COVERSTORE (Purchase)	General Fund	98.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	716.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-31.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPLACE PMTS (Credit)	General Fund	-53.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	69.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	105.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	21.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	82.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	84.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	ROKU INC. (Purchase)	General Fund	32.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	53.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	7.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	23.89

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	270.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*BS0LX1KP (Purchase)	Cemetery	164.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	63.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	447.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601380	PC0526LIBR	AMAZON MKTPL (Purchase)	General Fund	388.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	ZORO TOOLS INC (Purchase)	Cemetery	108.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	Cemetery	269.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	ZORO TOOLS INC (Purchase)	Cemetery	11.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	ZORO TOOLS INC (Purchase)	Cemetery	14.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*BS7GR6WX (Purchase)	Cemetery	236.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	102.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SUMMERWINDS NURSERY (Purchase)	Cemetery	42.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	104.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*BV5BG2YZ (Purchase)	Cemetery	39.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	65.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	GARDENLAND POWER EQ (Purchase)	Cemetery	1,990.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	BLT*BARNDOOR AG (Purchase)	Cemetery	244.99
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	15.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	19.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	140.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	TMT ENTERPRISES (Purchase)	Cemetery	842.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	TMT ENTERPRISES (Purchase)	Cemetery	407.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	37.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*T92X86U1 (Purchase)	Cemetery	25.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	36.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SUMMERWINDS NURSERY (Purchase)	Cemetery	166.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	259.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	LS RASA GARDEN SUPP (Purchase)	Cemetery	182.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	144.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	173.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SUMMERWINDS NURSERY (Purchase)	Cemetery	39.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	GARDENLAND POWER EQ (Purchase)	Cemetery	20.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	GARDENLAND POWER EQ (Purchase)	Cemetery	791.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	Cemetery	180.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	297.86

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2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	32.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	88.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	Cemetery	8.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	REOLINK (Purchase)	LawrenceStation MaintenanceCFD	9.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	REOLINK (Purchase)	LawrenceStation MaintenanceCFD	9.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	27.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*BV9J70H5 (Purchase)	General Fund	403.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	REOLINK (Purchase)	LawrenceStation MaintenanceCFD	27.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	O'REILLY 2913 (Purchase)	General Fund	51.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	519.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	WELDER S HEAVEN (Purchase)	General Fund	249.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	176.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	80.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SP TECOTECHNOLOGY (Purchase)	General Fund	482.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	FEDEX (Purchase)	Cemetery	65.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	FASTSIGNS OF SAN JO (Purchase)	Cemetery	1,174.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	FEDEX (Purchase)	General Fund	701.65
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601381	PC0526PARK	A TOOL SHED INC. - (Purchase)	Cemetery	261.77

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	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	CA DEPT PEST REGS L (Purchase)	Cemetery	230.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	COSTCO WHSE 0129 (Purchase)	Cemetery	41.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	MMANC (Purchase)	General Fund	95.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SPO*ANYTIMEISTACOTI (Purchase)	General Fund	1,184.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SPO*ANYTIMEISTACOTI (Purchase)	General Fund	555.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SPO*ANYTIMEISTACOTI (Purchase)	Cemetery	111.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	49.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	21.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	37.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	179.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	NRPA CONFERENCE (Purchase)	General Fund	795.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	NRPA CONFERENCE (Purchase)	General Fund	795.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SJ MERCURY NEWS CIR (Purchase)	General Fund	21.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	83.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	TARGET 00028 (Purchase)	General Fund	32.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	VARN LITE (Purchase)	General Fund	1,217.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	156.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON.COM*BS00Q5SP (Purchase)	General Fund	102.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	General Fund	499.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	General Fund	98.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	155.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Government - Other	99.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	17.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	TARGET 00028 (Purchase)	General Fund	23.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	32.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	General Fund	150.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 1009 (Purchase)	General Fund	215.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	HAMILTON PLAZA ACE (Purchase)	General Fund	21.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	27.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	MY HEALTHY* MY NATU (Purchase)	General Fund	1,640.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 063 (Purchase)	General Fund	31.98
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SP 3E COATINGS (Purchase)	General Fund	858.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	40.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	40.60
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601381	PC0526PARK	AMAZON MKTPL (Purchase)	General Fund	147.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	SAN JOSE FORKLIFT (Purchase)	General Fund	1,118.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	115.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	145.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	PESTICIDE APPLICATO (Purchase)	General Fund	420.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	67.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	133.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	PESTICIDE APPLICATO (Purchase)	General Fund	600.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	27.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	34.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	General Fund	15.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601375	PC0526FACL	THE HOME DEPOT 063 (Purchase)	Sewer Utility	4.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	ZEP PRODUCTS (Purchase)	Fleet Operation Fund	368.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	27.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	18.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	186.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AMAZON MKTPL (Purchase)	Fleet Operation Fund	29.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AMAZON.COM*0777L7BS (Purchase)	Fleet Operation Fund	15.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	CTC-VIS (Purchase)	Fleet Operation Fund	546.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	CTC-VIS *SVC (Purchase)	Fleet Operation Fund	16.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	ANCHOR ELECTRONICS (Purchase)	Fleet Operation Fund	6.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	AUTOMOTIVE TRAINING (Purchase)	Fleet Operation Fund	498.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	ROSS TRUCK REPAIR (Purchase)	Fleet Operation Fund	899.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	IN *TIRE WAREHOUSE (Purchase)	Fleet Operation Fund	30.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	IN *TIRE WAREHOUSE (Purchase)	Fleet Operation Fund	90.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601365	PC0526AUTO	ANCHOR ELECTRONICS (Purchase)	Fleet Operation Fund	115.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	98.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	31.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	9.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	7.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	28.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	General Fund	24.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601366	PC0526BLDG	MMANC (Purchase)	Building New Dvlpmnt Srvc Fee	28.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	BADGER METER INC (Purchase)	Water Utility	13.80
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	PRICELN*WYNDHAM GAR (Purchase)	General Fund	125.56
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601386	PC0526STRT	FRAUD CREDIT (Credit)	General Fund	-125.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CALIFORNIA WATER EN (Purchase)	Water Utility	114.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	49.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	IN *BACKFLOW PREVEN (Purchase)	Water Utility	50.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CONTRACTOR'S WH 71 (Purchase)	Water Utility	943.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	326.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	UNDERGROUND REPUBLI (Purchase)	Water Utility	202.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	UNDERGROUND REPUBLI (Purchase)	Water Utility	286.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	BELL ELECTRICAL SUP (Purchase)	Water Utility	172.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	APEX POWER ELECTRIC (Purchase)	Water Utility	132.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CENTRAL COMPUTERS (Purchase)	Water Utility	12.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	119.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	54.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MUNICIPAL MAINTENAN (Purchase)	Sewer Utility	466.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	ASAPPARTS (Purchase)	Sewer Utility	1,279.25
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	APEX POWER ELECTRIC (Purchase)	Sewer Utility	35.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	58.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	OMEGA INDUSTRIAL SU (Purchase)	Sewer Utility	1,086.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	APEX POWER ELECTRICAL (Credit)	Sewer Utility	-1,945.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON.COM*BJ7PZ82Z (Purchase)	Sewer Utility	614.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	COSTCO DELIVERY 84 (Purchase)	Sewer Utility	939.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CENTRAL COMPUTERS (Purchase)	Sewer Utility	5.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	POLLARDWATER.COM 3 (Purchase)	Water Utility	4,200.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MUNICIPAL MAINTENAN (Purchase)	Sewer Utility	1,455.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	201.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	GRAINGER (Purchase)	Water Utility	108.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	GRAINGER (Purchase)	Water Utility	453.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	26.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	204.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	GRAINGER (Purchase)	Water Utility	254.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	GRAINGER (Purchase)	Water Utility	160.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	65.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	UNDERGROUND REPUBLI (Purchase)	Sewer Utility	936.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CORE MAIN - CA016 (Purchase)	Sewer Utility	340.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CORE MAIN - CA016 (Credit)	Sewer Utility	-19.94
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601387	PC0526WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	251.00

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	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CALIFORNIA WATER EN (Purchase)	Sewer Utility	124.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	GRAINGER (Purchase)	Sewer Utility	2,210.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	ROYAL BRASS INC - S (Purchase)	Sewer Utility	275.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	94.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	94.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Water Utility	187.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Sewer Utility	187.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Water Utility	45.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Sewer Utility	45.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Water Utility	82.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Sewer Utility	82.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Water Utility	44.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HOMEDEPOT.COM (Purchase)	Sewer Utility	44.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SCC PERMIT CENTER (Purchase)	Water Utility	1,804.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SERVICE FEE (Purchase)	Water Utility	40.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HACH COMPANY (Purchase)	Water Utility	164.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	THE HOME DEPOT 063 (Purchase)	Water Utility	191.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SP AMFLAT (Purchase)	Water Utility	52.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SP AMFLAT (Purchase)	Sewer Utility	52.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HACH COMPANY (Purchase)	Water Utility	506.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Water Utility	53.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON MKTPL (Purchase)	Sewer Utility	53.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AVENZA SYSTEMS (Purchase)	General Fund	1,139.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	10.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON MKTPL (Purchase)	General Fund	17.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	AMAZON.COM*Y61S555H (Purchase)	General Fund	12.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	COSTCO DELIVERY 84 (Purchase)	General Fund	270.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601377	PC0526FIRE	IN *FIRE SUPPRESSIO (Purchase)	General Fund	719.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON.COM*H71RL55P (Purchase)	Water Utility	18.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	AMAZON.COM*H71RL55P (Purchase)	Sewer Utility	17.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SANTA CLARA WINDUST (Purchase)	Water Utility	1,088.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SANTA CLARA WINDUST (Purchase)	Water Utility	549.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HACH COMPANY (Purchase)	Water Utility	12.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	HACH COMPANY (Purchase)	Water Utility	32.10
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601387	PC0526WATR	VIVAX-METROTECH COR	Water Utility	537.78

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT			(Purchase)		
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CORE MAIN - CA016 (Purchase)	Water Utility	1,349.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	WF *WAYFAIR44279201 (Purchase)	Water Utility	80.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	WF *WAYFAIR44279201 (Purchase)	Sewer Utility	80.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SPROUTS FARMERS MAR (Purchase)	Water Utility	37.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SPROUTS FARMERS MAR (Purchase)	Sewer Utility	37.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SPROUTS FARMERS MAR (Purchase)	Water Utility	4.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	SPROUTS FARMERS MAR (Purchase)	Sewer Utility	4.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MACYS .COM (Purchase)	Sewer Utility	27.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	JCPENNEY.COM 0001 (Purchase)	Water Utility	17.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MACYS .COM (Purchase)	Water Utility	21.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MACYS .COM (Purchase)	Sewer Utility	21.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MACYS .COM (Purchase)	Water Utility	27.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	JCPENNEY.COM 0001 (Purchase)	Sewer Utility	17.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	JCPENNEY.COM 0001 (Purchase)	Water Utility	10.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	JCPENNEY.COM 0001 (Purchase)	Sewer Utility	10.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	THE HOME DEPOT 063 (Purchase)	Water Utility	3.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	THE HOME DEPOT 063 (Purchase)	Sewer Utility	3.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	VSP*STONESIDE BLIND (Purchase)	Water Utility	1,605.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	VSP*STONESIDE BLIND (Purchase)	Sewer Utility	1,605.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MARSHALLS 302 (Purchase)	Water Utility	19.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	MARSHALLS 302 (Purchase)	Sewer Utility	19.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	RAIN BIRD ONLINE ST (Purchase)	General Fund	175.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	PESTICIDE APPLICATO (Purchase)	General Fund	280.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	THE HOME DEPOT 630 (Purchase)	General Fund	45.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	INTERNATIONAL SOCIE (Purchase)	General Fund	175.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	PESTICIDE APPLICATO (Purchase)	General Fund	180.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601381	PC0526PARK	INTERNATIONAL SOCIE (Purchase)	General Fund	295.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	THE SOURCING GROUP (Purchase)	General Fund	219.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	IN *CRITTENDEN CO (Purchase)	General Fund	893.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	185.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601382	PC0526PLAN	MMANC (Purchase)	General Fund	55.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	THE BUSINESS JOURNA (Purchase)	General Fund	1,350.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	AMERICAN PLANNING A (Purchase)	General Fund	632.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	COURTYARD RIVERSIDE (Purchase)	General Fund	337.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	THE MISSION INN (Purchase)	General Fund	79.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	THE MISSION INN (Purchase)	General Fund	79.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	SPECIALTYS.COM (Purchase)	General Fund	98.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	THE SOURCING GROUP (Purchase)	General Fund	71.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601382	PC0526PLAN	USPS PO 0569480201 (Purchase)	General Fund	11.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SOUTHWEST (Purchase)	General Fund	2,510.80
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	MARRIOTT JW WASH DC (Purchase)	General Fund	640.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SOUTHWEST (Purchase)	General Fund	144.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	MARGARITAVILLE LAKE (Purchase)	General Fund	775.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	48.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	48.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SAVAGE TRAINING GRO (Purchase)	General Fund	595.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	TRADECRAFT TRAINING (Purchase)	General Fund	250.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	EFX INFO SERVICES L (Purchase)	General Fund	39.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	HAMPTON INN COLUMBU (Purchase)	General Fund	772.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	HAMPTON INN COLUMBU (Purchase)	General Fund	772.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SOUTHWEST (Purchase)	General Fund	488.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP FRACTURE (Purchase)	General Fund	329.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CALIFORNIA ASSOCIAT (Purchase)	General Fund	41.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	MARRIOTT CHICAGO M (Purchase)	General Fund	1,066.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RIVIERA RESORT AND (Purchase)	General Fund	802.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RIVIERA RESORT AND (Purchase)	General Fund	802.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RESIDENCE INN MARRI (Purchase)	General Fund	448.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RESIDENCE INN MARRI (Purchase)	General Fund	448.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	FAIRFIELD INN CLOVI (Purchase)	General Fund	294.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	FAIRFIELD INN CLOVI (Purchase)	General Fund	294.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	FAIRFIELD INN CLOVI (Purchase)	General Fund	294.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RIVIERA RESORT AND SP (Credit)	General Fund	-46.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RIVIERA RESORT AND SP (Credit)	General Fund	-46.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE HOME DEPOT 063 (Purchase)	General Fund	27.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE HOME DEPOT 063 (Purchase)	General Fund	24.11
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601383	PC0526POLC	RESIDENCE INN (Purchase)	General Fund	1,665.62

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	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	COSTCO WHSE 0129 (Purchase)	General Fund	109.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	7-ELEVEN 14236 (Purchase)	General Fund	97.72
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHEWY.COM (Purchase)	General Fund	77.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SC PAL* SC PAL (Purchase)	General Fund	144.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	COMCAST / XFINITY (Purchase)	General Fund	61.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	USPS PO 0569480201 (Purchase)	General Fund	78.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	50.80
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	19.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHEWY.COM (Purchase)	General Fund	83.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ZEFFY* SC PAL (Purchase)	Police Operating Grant Fund	1,800.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STAPLES 0719 (Purchase)	General Fund	29.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	438.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHEWY.COM (Purchase)	General Fund	77.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	LITTLE CAESARS 3316 (Purchase)	General Fund	184.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SMART AND FINAL 448 (Purchase)	General Fund	7.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	LITTLE CAESARS 3316 (Purchase)	General Fund	192.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SMART AND FINAL 448 (Purchase)	General Fund	73.13

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2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	J.B. TROPHIES (Purchase)	General Fund	411.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	WALGREENS 15246 (Purchase)	General Fund	7.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	WALGREENS 15246 (Purchase)	General Fund	62.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	WALGREENS 15246 (Credit)	General Fund	-7.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SMART AND FINAL 448 (Purchase)	General Fund	61.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS STORE 056 (Purchase)	General Fund	70.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS STORE 056 (Purchase)	General Fund	10.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	62.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	FEDEX (Purchase)	General Fund	50.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*BJ9N29NE (Purchase)	General Fund	15.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	6.57
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THOMSON WEST (Purchase)	General Fund	1,256.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*BV604133 (Purchase)	General Fund	82.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*BJ1ZE49H (Purchase)	General Fund	214.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *SENIORESPIZZA (Purchase)	General Fund	404.02
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHICK-FIL-A 03876 (Purchase)	General Fund	95.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ATT (Purchase)	General Fund	900.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601383	PC0526POLC	ATT (Purchase)	General Fund	170.00

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	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ATT (Purchase)	General Fund	295.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ATT (Purchase)	General Fund	875.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ATT (Purchase)	General Fund	800.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ATT (Purchase)	General Fund	850.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE UPS STORE 6844 (Purchase)	General Fund	64.36
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	21.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	51.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	53.17
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	FASTRAK CSC (Purchase)	General Fund	70.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	194.25
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ULINE *SHIP SUPPLI (Purchase)	General Fund	178.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ULINE *SHIP SUPPLI (Purchase)	General Fund	1,348.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	RESCUE ESSENTIALS (Purchase)	General Fund	69.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	85.06
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	PEAVEY CORP. (Purchase)	General Fund	366.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	BOUND TREE MEDICAL (Purchase)	General Fund	372.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	16.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	IN *SPECIAL SERVICE (Purchase)	Police Operating Grant Fund	4,139.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	268.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	28.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE UPS STORE 6844 (Purchase)	General Fund	17.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	8.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	GLOBAL-E* LOGITECH (Credit)	General Fund	-29.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*BJ9NC7XU (Purchase)	General Fund	136.15
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ZOOM.COM 888-799-96 (Purchase)	General Fund	168.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	175.58
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	31.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*BV9AE1BT (Purchase)	General Fund	21.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ZANOTTO'S FAMILY MA (Purchase)	General Fund	7.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ZANOTTO'S FAMILY MA (Purchase)	General Fund	478.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS STORE 056 (Purchase)	General Fund	22.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SAFEWAY 0763 (Purchase)	General Fund	69.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	21.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	34.01
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601383	PC0526POLC	CDW GOVT AJ3557C (Purchase)	General Fund	373.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	217.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	25.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	7.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CYCLE GEAR INC. (Purchase)	General Fund	354.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*GH8Z03BC (Purchase)	General Fund	108.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	20.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	IN *THE ED. JONES C (Purchase)	General Fund	88.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	COSTCO WHSE 0129 (Purchase)	Police Operating Grant Fund	48.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	EZCATER*GREENLEES B (Purchase)	Police Operating Grant Fund	322.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	EZCATER*CRUST SOUR (Purchase)	Police Operating Grant Fund	378.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS STORE 510 (Purchase)	Police Operating Grant Fund	44.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SAFEWAY 0763 (Purchase)	Police Operating Grant Fund	48.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SC PAL* SC PAL (Purchase)	General Fund	216.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	EZCATER*NICK THE GR (Purchase)	General Fund	283.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	TOGOSMEALTIME (Purchase)	General Fund	142.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SAFEWAY 0763 (Purchase)	General Fund	41.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH RISEWO (Purchase)	General Fund	162.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH GOOPKI (Purchase)	General Fund	124.25
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH P.F.CH (Purchase)	General Fund	319.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH JANGSU (Purchase)	General Fund	264.22
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH SUSHIA (Purchase)	General Fund	76.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH PUESTO (Purchase)	General Fund	133.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH PIZZAA (Purchase)	General Fund	194.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH STARBI (Purchase)	General Fund	76.28
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SQ *DONUT EXPRESS (Purchase)	General Fund	63.60
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH MENDOC (Purchase)	General Fund	128.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH LAZYDO (Purchase)	General Fund	84.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS (Purchase)	General Fund	44.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH RISEWO (Purchase)	General Fund	196.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH URBANP (Purchase)	General Fund	161.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	33.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	62.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	421.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH SWEETG (Purchase)	General Fund	57.85
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601383	PC0526POLC	DD *DOORDASH CRUST- (Purchase)	General Fund	80.91

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CONEXWEST (Purchase)	General Fund	218.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*0N3XG4B0 (Purchase)	General Fund	83.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH EUREKA (Purchase)	General Fund	173.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	871.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS (Purchase)	General Fund	9.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *DOORDASH TEENEE (Purchase)	General Fund	322.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*V08NP6BN (Purchase)	General Fund	70.08
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	95.07
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	53.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	16.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CALIFORNIA RESERVE (Purchase)	General Fund	625.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	TST*GREENLEES BAKER (Purchase)	General Fund	212.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARBUCKS STORE 056 (Purchase)	General Fund	66.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP KIWI BREACHING (Purchase)	General Fund	642.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SQ *SPECTRUM CANINE (Purchase)	General Fund	3,200.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	QWIK CODE (Purchase)	General Fund	261.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	ESOTERIC LLC (Purchase)	General Fund	2,672.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	STARLINK INTERNET (Purchase)	General Fund	55.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AEWI STORE (Purchase)	General Fund	2,603.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	HOMEDEPOT.COM (Purchase)	General Fund	888.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP K9 TACTICAL GEAR (Purchase)	General Fund	309.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	18.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *SENIORESPIZZA (Purchase)	General Fund	191.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	IN *BAY AREA PL SER (Purchase)	General Fund	2,090.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON.COM*294CW4SH (Purchase)	General Fund	17.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	MINUTEMAN PRESS - S (Purchase)	General Fund	446.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	DD *EGGHEAD (Purchase)	General Fund	49.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP NORSE ROOTS (Purchase)	General Fund	43.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP CRASH DATA GROUP (Purchase)	General Fund	1,500.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	SP KUIU LLC (Purchase)	General Fund	185.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHEVRON 0207298 (Purchase)	General Fund	70.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	CHEVRON 0207298 (Purchase)	General Fund	86.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	OPENAI *CHATGPT SUB (Purchase)	General Fund	82.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	AMAZON MKTPL (Purchase)	General Fund	257.50
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601383	PC0526POLC	AMAZON.COM*2T65O8O4	General Fund	50.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT			(Purchase)		
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE HOME DEPOT 063 (Purchase)	General Fund	54.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601383	PC0526POLC	THE HOME DEPOT 630 (Purchase)	General Fund	49.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	329.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	48.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SWANK MOTION PICTUR (Purchase)	General Fund	405.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	713.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	390.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	55.62
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	ALTITUDETRAMPOLINEP (Purchase)	General Fund	500.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	27.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	7.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	30.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	WALMART.COM (Purchase)	General Fund	128.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	STR8 SPRTS* S-23790 (Purchase)	General Fund	3,247.29
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	33.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	TST* BAY AREA PIZZA (Purchase)	General Fund	88.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	GOPHER FAMILY BRAND (Purchase)	General Fund	216.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	213.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	653.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	885.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	DBC (Purchase)	General Fund	8.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	84.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	156.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SANTA CLARA FALSE A (Purchase)	General Fund	18.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	74.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SWEETWATER SOUND (Purchase)	General Fund	395.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	FEDEX (Purchase)	General Fund	37.86
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	17.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	45.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	651.64
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	16.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSIC THEATRE INTL (Purchase)	General Fund	438.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*GF98W2ZK (Purchase)	General Fund	41.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	16.63
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601384	PC0526CRCP	TARGET 00028 (Purchase)	General Fund	23.79

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSIC THEATRE INTL (Purchase)	General Fund	209.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	10.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*NS2AX4F1 (Purchase)	General Fund	35.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	132.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	NRPA OPERATING (Purchase)	General Fund	70.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	4IMPRINT INC (Purchase)	General Fund	2,401.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	50.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	46.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	ULINE *SHIP SUPPLI (Purchase)	General Fund	719.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	VISTAPRINT (Purchase)	General Fund	327.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	FEDEX (Purchase)	General Fund	121.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	FEDEX (Purchase)	General Fund	75.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	TARGET 00028 (Purchase)	General Fund	37.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	VISTAPRINT (Credit)	General Fund	-60.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	14.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	30.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	50.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	27.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	28.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	71.30
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	A WISH COME TRUE (Purchase)	General Fund	20.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	REVDANCE.TENTH HOUS (Purchase)	General Fund	96.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	100.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	132.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	26.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	A WISH COME TRUE (Purchase)	General Fund	148.78
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSICIANSFRIENDWEB (Purchase)	General Fund	559.69
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	A WISH COME TRUE (Purchase)	General Fund	1,100.48
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	67.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	36.21
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	TRADER JOE S 073 (Purchase)	General Fund	165.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY 0700 (Purchase)	General Fund	119.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	10.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	40.03
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	Park and Rec Opr	119.94

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT				GrantTst Fund	
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	38.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	48.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BV4MD9E1 (Purchase)	General Fund	77.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	193.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	28.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	66.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	31.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	HOMEDEPOT.COM (Purchase)	General Fund	157.14
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	151.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	161.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	75.66
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	10.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	14.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	23.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*MI7WI1CT (Purchase)	General Fund	65.82
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	23.04
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	114.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMERICAN RED CROSS (Purchase)	General Fund	96.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	14.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	47.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	STAPLES 0719 (Purchase)	General Fund	199.85
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	CPR DEPOT INC (Purchase)	General Fund	1,093.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	293.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	CPR DEPOT INC (Credit)	General Fund	-1,093.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SP THE LIFEGUARD ST (Purchase)	General Fund	1,261.05
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	51.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO WHSE 0129 (Purchase)	General Fund	62.55
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	690.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPLACE PMTS (Credit)	General Fund	-204.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	GETSLING.COM (Purchase)	General Fund	81.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	204.34
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	449.91
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMERICAN RED CROSS (Purchase)	General Fund	384.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMERICAN RED CROSS (Purchase)	General Fund	30.00
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601384	PC0526CRCP	AMERICAN RED CROSS (Purchase)	General Fund	528.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SP THE LIFEGUARD ST (Purchase)	General Fund	495.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	WWW COSTCO COM (Purchase)	General Fund	106.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	128.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	674.56
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	26.19
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	503.47
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY 0763 (Purchase)	General Fund	27.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	STUDIOFLORAS.COM (Purchase)	General Fund	2,768.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	IN *ARCADIA GRAPHIX (Purchase)	General Fund	702.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	57.20
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	DBC (Purchase)	General Fund	9.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SUMMERWINDS NURSERY (Purchase)	Park and Rec Opr GrantTst Fund	289.77
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	44.83
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	Park and Rec Opr GrantTst Fund	45.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	Park and Rec Opr GrantTst Fund	26.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	52.49
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MT. EDEN FLORAL COM (Purchase)	General Fund	97.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	26.59
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	LawrenceStation MaintenanceCFD	312.87
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	36.61
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	3.71
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	57.27
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	DBC (Purchase)	General Fund	466.53
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	226.93
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	DBC (Purchase)	General Fund	346.37
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SILVER CREEK SPORTP (Purchase)	General Fund	665.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*4E6L57B5 (Purchase)	General Fund	12.03
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	25.74
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SQ *MARINE SCIENCE (Purchase)	General Fund	805.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	174.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	23.09
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	64.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SQ *PENINSULA PARTY (Purchase)	General Fund	348.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	23.54
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601384	PC0526CRCP	DBC (Purchase)	General Fund	4.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SAFEWAY.COM 0700 (Purchase)	General Fund	22.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SQ *PENINSULA PARTY (Purchase)	General Fund	348.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	DBC (Purchase)	General Fund	18.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	THE HOME DEPOT 630 (Purchase)	LawrenceStation MaintenanceCFD	254.43
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	525.68
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	209.10
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	53.79
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	149.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	PANERA BREAD 20447 (Purchase)	General Fund	442.35
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	THE WEBSTAURANT STORE (Credit)	General Fund	-63.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	ULINE *SHIP SUPPLI (Purchase)	General Fund	251.13
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	IN *JSM ORGANICS I (Purchase)	General Fund	1,020.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	GRAINGER (Purchase)	General Fund	17.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	THE HOME DEPOT 063 (Purchase)	General Fund	597.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	90.38
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	88.18
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	THE WEBSTAURANT STORE (Credit)	General Fund	-65.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BJ9H18U9 (Purchase)	General Fund	52.65
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	53.73
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	ULINE *SHIP SUPPLI (Purchase)	General Fund	122.32
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	173.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BV9JR6DT (Purchase)	General Fund	370.12
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	842.81
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	44.94
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	63.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPL (Purchase)	General Fund	71.84
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	112.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	General Fund	52.50
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	COSTCO DELIVERY 84 (Purchase)	Cemetery	10.51
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSIC THEATRE INTL (Purchase)	General Fund	5.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BS51M7P8 (Purchase)	General Fund	111.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON MKTPLACE PMTS (Credit)	General Fund	-28.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	37.41
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	17.54
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	Cemetery	3.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSIC THEATRE INTL (Purchase)	General Fund	3,937.75
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BV78C4ZF (Purchase)	General Fund	119.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM (Credit)	General Fund	-119.63
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM (Credit)	General Fund	-111.39
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SWEETWATER SOUND (Purchase)	General Fund	230.46
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	MUSIC THEATRE INTL (Purchase)	General Fund	750.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	CUSTOMINK LLC (Purchase)	General Fund	1,451.95
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	THE HOME DEPOT 063 (Purchase)	General Fund	41.40
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	AMAZON.COM*BJ9TQ3AQ (Purchase)	General Fund	38.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	86.45
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	PANERA BREAD 20448 (Purchase)	General Fund	2,289.52
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CDTFA FLEXPAY CC (Purchase)	Fleet Operation Fund	29.24
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	PANERA BREAD 20448 (Purchase)	General Fund	2,264.76
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	PANERA BREAD 20448 (Purchase)	General Fund	2,242.92
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CDTFA FLEXPAY CC (Purchase)	Fleet Operation Fund	1,271.26
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	ISA (Purchase)	General Fund	185.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CA DEPT PEST REGS L (Purchase)	General Fund	115.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CA DEPT PEST REGS L (Purchase)	General Fund	230.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	THE HOME DEPOT 630 (Purchase)	General Fund	586.16
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CAPCA (Purchase)	General Fund	64.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CAPCA (Purchase)	General Fund	395.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	DLR ROOM RESPASSKEY (Purchase)	General Fund	408.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	THE HOME DEPOT 630 (Purchase)	General Fund	43.88
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	General Fund	14.11
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	General Fund	79.01
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AUTOZONE 3337 (Purchase)	General Fund	10.96
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	THE HOME DEPOT 063 (Purchase)	General Fund	37.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	Solid Waste Program	378.70
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	WWW COSTCO COM (Purchase)	Solid Waste Program	1,667.97
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	WWW COSTCO COM (Purchase)	Solid Waste Program	555.99
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	General Fund	18.67
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	General Fund	131.54
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	AMAZON MKTPL (Purchase)	General Fund	50.23
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	PRIMO BRANDS/WATERS (Purchase)	Fleet Operation Fund	405.88
2026-06-11	JP MORGAN CHASE BANK, N.A.	00601386	PC0526STRT	CAPCA (Purchase)	General Fund	64.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROCUREMENT					
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	DLR ROOM RESPASSKEY (Purchase)	General Fund	408.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	MINUTEMAN PRESS - S (Purchase)	Solid Waste Program	686.33
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	THE HOME DEPOT 063 (Purchase)	General Fund	142.90
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601386	PC0526STRT	CAPCA (Purchase)	General Fund	395.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CALIFORNIA WATER EN (Purchase)	Water Utility	365.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	UNDERGROUND REPUBLI (Purchase)	Water Utility	1,586.31
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	CA-NV SECTION AWWA (Purchase)	Water Utility	355.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	IN *BACKFLOW PREVEN (Purchase)	Water Utility	671.00
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601387	PC0526WATR	IN *BACKFLOW PREVEN (Purchase)	Water Utility	100.42
2026-06-11	JP MORGAN CHASE BANK, N.A. PROCUREMENT	00601384	PC0526CRCP	SMART AND FINAL 448 (Purchase)	General Fund	102.71
				Total for Payment No.:		303,615.88

Payment No: 734756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	RECOLOGY SOUTH BAY	00600077	17365JUN2026	RECOLOGY RECYCLE MAY 2026	Solid Waste Program	362,766.24
				Total for Payment No.:		362,766.24

Payment No: 734796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00599959	10001246	2026 JUN DIRT - SEWER	Sewer Utility	2,464.95
2026-06-26	ZANKER ROAD RESOURCE	00599959	10001246	2026 JUN DIRT - CONSTRUCTION	Water Utility	14,789.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	MANAGEMENT LLC					
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00599959	10001246	2026 JUN DIRT - OPERATIONS	Water Utility	7,394.85
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00600062	300000409	FIR BARK MULCH	General Fund	231.00
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00600073	10001134	TRASH TN MAY 2026	Solid Waste Program	310.50
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00600180	10001436	Yard Trimmings	Solid Waste Program	67,957.67
2026-06-26	ZANKER ROAD RESOURCE MANAGEMENT LLC	00600182	10001247	Clean Up Campaign 2026	Solid Waste Program	248,201.80
				Total for Payment No.:		341,350.47

Payment No: W27003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	SEDGWICK CLAIMS MGMT SVCS INC	00601832	SF-8029-2026-01916986	WT ESCROW DEPOSIT FOR WC ACCT	Workers Compensation	334,121.41
				Total for Payment No.:		334,121.41

Payment No: 037302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GUERRA CONSTRUCTION GROUP	00601180	32671 - 3	CENTRAL PARK NEW ENTRANCE, ACC	Parks And Recreation	326,896.55
2026-06-26	GUERRA CONSTRUCTION GROUP	00601180	32671 - 3	RETENTION	Parks And Recreation	-16,344.83
				Total for Payment No.:		310,551.72

Payment No: 037437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SILICON VALLEY ANIMAL CONTROL	00601620	2026-34	1st quarter payment 26/27	General Fund	299,728.50
				Total for Payment No.:		299,728.50

Payment No: 037354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUAREZ & MUNOZ CONSTRUCTION,	00601039	004	RETENTION	SA General Obligation Bnd- CIP	-14,895.00
2026-06-26	SUAREZ & MUNOZ CONSTRUCTION,	00601039	004	RETENTION	Parks And Recreation	-869.00
2026-06-26	SUAREZ & MUNOZ CONSTRUCTION,	00601039	004	HENRY SCHMIDT PARK PLAYGROUND	SA General Obligation Bnd- CIP	297,900.00
2026-06-26	SUAREZ & MUNOZ CONSTRUCTION,	00601039	004	15% CONTINGENCY.	Parks And Recreation	17,380.00
				Total for Payment No.:		299,516.00

Payment No: W26271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WASHINGTON TRUST BANK	00601455	06/07/26-06/20/26	WT:VEBA CONTRIB B2613	Fringe Benefits	285,376.35
				Total for Payment No.:		285,376.35

Payment No: 037162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SUAREZ & MUNOZ CONSTRUCTION,	00599931	003	HENRY SCHMIDT PARK PLAYGROUND	SA General Obligation Bnd- CIP	257,560.00
2026-06-12	SUAREZ & MUNOZ CONSTRUCTION,	00599931	003	RETENTION	SA General Obligation Bnd- CIP	-12,878.00
				Total for Payment No.:		244,682.00

Payment No: 734703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	2026 FORD POLICE INTERCEPTOR U	Vehicle Replacement Fund	54,121.01
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	MANUAL PASSENGER SET 4-WAY (87	Vehicle Replacement Fund	-116.34
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	REAR LIGHTING SOLUTION (66C)	Vehicle Replacement Fund	521.31
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	100 WATT SIREN/SPEAKER - INCLU	Vehicle Replacement Fund	397.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	FRONT HEADLAMP LIGHTING SOLUTI	Vehicle Replacement Fund	1,020.68
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	SPOT LAMPS - DUAL UNITY LED (5	Vehicle Replacement Fund	896.66
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	UNDERBODY DEFLECTOR PLATE (76D	Vehicle Replacement Fund	386.32
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	REAR-DOOR CONTROLS INOPERABLE	Vehicle Replacement Fund	92.19
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	1/4 SIZE PICTURE IN PICTURE RE	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	KEYED ALIKE - KEY CODE 0135X (	Vehicle Replacement Fund	57.07
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	GLOBAL LOCK/UNLOCK FEATURE (18	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	DOCUMENTATION FEE	Vehicle Replacement Fund	93.29
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	DELIVERY	Vehicle Replacement Fund	300.00
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	DMV ELECTRONIC FILING FEE	Vehicle Replacement Fund	37.00
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	CALIFORNIA TIRE FEE	Vehicle Replacement Fund	8.75
2026-06-26	FOLSOM LAKE FORD	00601267	FL4410	$500 DISCOUNT	Vehicle Replacement Fund	-548.75
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	2026 FORD POLICE INTERCEPTOR U	Vehicle Replacement Fund	54,121.01
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	MANUAL PASSENGER SET 4-WAY (87	Vehicle Replacement Fund	-116.34
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	FRONT HEADLAMP LIGHTING SOLUTI	Vehicle Replacement Fund	1,020.68
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	SPOT LAMPS - DUAL UNITY LED (5	Vehicle Replacement Fund	896.66
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	REAR LIGHTING SOLUTION (66C)	Vehicle Replacement Fund	521.31
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	100 WATT SIREN/SPEAKER - INCLU	Vehicle Replacement	397.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	UNDERBODY DEFLECTOR PLATE (76D	Vehicle Replacement Fund	386.32
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	REAR-DOOR CONTROLS INOPERABLE	Vehicle Replacement Fund	92.19
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	KEYED ALIKE - KEY CODE 0135X (	Vehicle Replacement Fund	57.07
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	1/4 SIZE PICTURE IN PICTURE RE	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	GLOBAL LOCK/UNLOCK FEATURE (18	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	DOCUMENTATION FEE	Vehicle Replacement Fund	93.29
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	DELIVERY	Vehicle Replacement Fund	300.00
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	DMV ELECTRONIC FILING FEE	Vehicle Replacement Fund	37.00
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	CALIFORNIA TIRE FEE	Vehicle Replacement Fund	8.75
2026-06-26	FOLSOM LAKE FORD	00601268	FL4412	$500 DISCOUNT	Vehicle Replacement Fund	-548.75
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	REAR LIGHTING SOLUTION (66C)	Vehicle Replacement Fund	521.31
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	2026 FORD POLICE INTERCEPTOR U	Vehicle Replacement Fund	54,121.01
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	MANUAL PASSENGER SET 4-WAY (87	Vehicle Replacement Fund	-116.34
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	FRONT HEADLAMP LIGHTING SOLUTI	Vehicle Replacement Fund	1,020.68
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	SPOT LAMPS - DUAL UNITY LED (5	Vehicle Replacement Fund	896.66
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	100 WATT SIREN/SPEAKER - INCLU	Vehicle Replacement Fund	397.30
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	UNDERBODY DEFLECTOR PLATE (76D	Vehicle Replacement Fund	386.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	REAR-DOOR CONTROLS INOPERABLE	Vehicle Replacement Fund	92.19
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	KEYED ALIKE - KEY CODE 0135X (	Vehicle Replacement Fund	57.07
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	1/4 SIZE PICTURE IN PICTURE RE	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	GLOBAL LOCK/UNLOCK FEATURE (18	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	DOCUMENTATION FEE	Vehicle Replacement Fund	93.29
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	DELIVERY	Vehicle Replacement Fund	300.00
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	DMV ELECTRONIC FILING FEE	Vehicle Replacement Fund	37.00
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	CALIFORNIA TIRE FEE	Vehicle Replacement Fund	8.75
2026-06-26	FOLSOM LAKE FORD	00601269	FL4416	$500 DISCOUNT	Vehicle Replacement Fund	-548.75
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	2026 FORD POLICE INTERCEPTOR U	Vehicle Replacement Fund	54,121.01
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	MANUAL PASSENGER SET 4-WAY (87	Vehicle Replacement Fund	-116.34
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	FRONT HEADLAMP LIGHTING SOLUTI	Vehicle Replacement Fund	1,020.68
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	SPOT LAMPS - DUAL UNITY LED (5	Vehicle Replacement Fund	896.66
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	REAR LIGHTING SOLUTION (66C)	Vehicle Replacement Fund	521.31
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	100 WATT SIREN/SPEAKER - INCLU	Vehicle Replacement Fund	397.30
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	UNDERBODY DEFLECTOR PLATE (76D	Vehicle Replacement Fund	386.32
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	REAR-DOOR CONTROLS INOPERABLE	Vehicle Replacement Fund	92.19
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	KEYED ALIKE - KEY CODE 0135X (	Vehicle Replacement	57.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	1/4 SIZE PICTURE IN PICTURE RE	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	GLOBAL LOCK/UNLOCK FEATURE (18	Vehicle Replacement Fund	0.00
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	DOCUMENTATION FEE	Vehicle Replacement Fund	93.29
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	DELIVERY	Vehicle Replacement Fund	300.00
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	DMV ELECTRONIC FILING FEE	Vehicle Replacement Fund	37.00
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	CALIFORNIA TIRE FEE	Vehicle Replacement Fund	8.75
2026-06-26	FOLSOM LAKE FORD	00601271	FL4429	$500 DISCOUNT	Vehicle Replacement Fund	-548.75
				Total for Payment No.:		229,065.96

Payment No: 037337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ORACLE AMERICA INC	00601070	102539942	PEOPLESOFT PROGRAM-RELATED SER	General Fund	1,026.47
2026-06-26	ORACLE AMERICA INC	00601068	101900890	PEOPLESOFT PROGRAM TECHNICAL S	General Fund	21,289.01
2026-06-26	ORACLE AMERICA INC	00601069	101853106	PEOPLESOFT PROGRAM TECHNICAL S	General Fund	115,530.84
				Total for Payment No.:		137,846.32

Payment No: 734563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BKF ENGINEERS	00600875	26020371R	CENTRAL SANTA CLARA BICYCLE, P	Streets and Highways Capital F	107,411.27
2026-06-26	BKF ENGINEERS	00600875	26020371R	BOND FUNDING.	SA General Obligation Bnd- CIP	41,198.73

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BKF ENGINEERS	00601166	26050569	CENTRAL SANTA CLARA BICYCLE, P	Streets and Highways Capital F	40,281.90
2026-06-26	BKF ENGINEERS	00601166	26050569	BOND FUNDING.	SA General Obligation Bnd- CIP	29,519.35
				Total for Payment No.:		218,411.25

Payment No: 734903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FORTY NINERS STADIUM MGMNT CO, LLC	00601512	S-INV103018	A DAY ON THE FIELD	General Fund	150,000.00
2026-07-10	FORTY NINERS STADIUM MGMNT CO, LLC	00601512	S-INV103018	A DAY ON THE FIELD	General Fund	60,320.84
				Total for Payment No.:		210,320.84

Payment No: 037229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MISSION TRAIL WASTE SYSTEMS	00599685	0000571383	FREE R/O YARDS - MAY 2026	Solid Waste Program	347.55
2026-06-18	MISSION TRAIL WASTE SYSTEMS	00599379	05182026	2026 CUC - WEEK 3	Solid Waste Program	121,644.05
2026-06-18	MISSION TRAIL WASTE SYSTEMS	00599380	05262026	CSC 2026 CUC - WEEK 4	Solid Waste Program	65,121.06
				Total for Payment No.:		187,112.66

Payment No: 037288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	58.00
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	58.00
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	58.00
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	1,021.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DELL MARKETING LP	00601259	10877411112	COMPUTER EQUIPMENT - TAXABLE	General Government - Other	1,341.45
2026-06-26	DELL MARKETING LP	00601259	10877411112	COMPUTER EQUIPMENT - TAXABLE	General Fund	2,348.72
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - NON-TAXAB	General Government - Other	58.00
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - TAXABLE	General Fund	1,713.33
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - TAXABLE	General Fund	1,802.53
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - TAXABLE	General Government - Other	317.81
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - TAXABLE	General Fund	1,906.88
2026-06-26	DELL MARKETING LP	00601258	10876588037	COMPUTER EQUIPMENT - TAXABLE	General Fund	2,860.33
2026-06-26	DELL MARKETING LP	00601259	10877411112	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	214.06
2026-06-26	DELL MARKETING LP	00601261	10874849979	COMPUTER EQUIPMENT - TAXABLE	Information Technology Service	3,923.28
2026-06-26	DELL MARKETING LP	00601261	10874849979	ENVIRONMENTAL FEES - NON-TAXAB	Information Technology Service	983.03
2026-06-26	DELL MARKETING LP	00601261	10874849979	COMPUTER EQUIPMENT - TAXABLE	Water Recycling Program	763.36
2026-06-26	DELL MARKETING LP	00601261	10874849979	COMPUTER EQUIPMENT - TAXABLE	Sewer Utility	3,435.06
2026-06-26	DELL MARKETING LP	00601261	10874849979	COMPUTER EQUIPMENT - TAXABLE	Sewer Utility	3,435.06
2026-06-26	DELL MARKETING LP	00601262	10876058456	COMPUTER EQUIPMENT - TAXABLE	Water Recycling Program	1,256.21
2026-06-26	DELL MARKETING LP	00601262	10876058456	COMPUTER EQUIPMENT - TAXABLE	Sewer Utility	5,652.93
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Government - Other	257.54
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-	General Fund	1,320.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				TAXAB		
2026-06-26	DELL MARKETING LP	00601262	10876058456	COMPUTER EQUIPMENT - TAXABLE	Sewer Utility	5,652.90
2026-06-26	DELL MARKETING LP	00601262	10876058456	COMPUTER EQUIPMENT - TAXABLE	Information Technology Service	6,456.36
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	1,768.49
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	2,343.25
2026-06-26	DELL MARKETING LP	00601262	10876058456	ENVIRONMENTAL FEES - NON-TAXAB	Information Technology Service	1,781.62
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	476.88
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Fund	32.34
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Government - Other	35,460.12
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Fund	404.74
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Fund	29,325.86
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Government - Other	3,223.15
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Fund	22,132.80
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Fund	16,520.47
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - TAXABLE	General Fund	5,968.19
2026-06-26	DELL MARKETING LP	00601260	10877393788	COMPUTER EQUIPMENT - NON-TAXAB	General Government - Other	2,833.40
2026-06-26	DELL MARKETING LP	00600276	10877567050	NON-TAXABLE	General Fund	41.00
2026-06-26	DELL MARKETING LP	00600276	10877567050	34 INCH MONITOR FOR CMO	General Fund	673.15
				Total for Payment No.:		169,880.17

Payment No: 734478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	IMPEC GROUP, LLC	00599898	2605131	JANITORIAL MAY 2026	General Fund	155,459.25
2026-06-18	IMPEC GROUP, LLC	00599899	2605213	LAWERENCE STATION	LawrenceStation MaintenanceCFD	2,800.00
				Total for Payment No.:		158,259.25

Payment No: 734585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MOVEABLE FEAST	00601425	07032	STEM ZONE	General Fund	78,676.20
2026-06-26	MOVEABLE FEAST	00601426	07033	EVENT PRODUCTION	General Fund	10,661.42
2026-06-26	MOVEABLE FEAST	00601427	07001	STEM ZONE 2026	General Fund	54,650.00
				Total for Payment No.:		143,987.62

Payment No: 037257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VALLEY OIL CO	00600508	254420	UNLEADED FUEL 87 OCTANE - UP T	Fleet Operation Fund	3,087.63
2026-06-18	VALLEY OIL CO	00600510	254421	UNLEADED FUEL 87 OCTANE - UP T	Fleet Operation Fund	29,145.44
2026-06-18	VALLEY OIL CO	00600511	254424	UNLEADED FUEL 87 OCTANE - UP T	Fleet Operation Fund	30,128.27
2026-06-18	VALLEY OIL CO	00600512	254425	UNLEADED FUEL 87 OCTANE - UP T	Fleet Operation Fund	30,143.47
2026-06-18	VALLEY OIL CO	00600513	254480	UNLEADED FUEL 87 OCTANE - UP T	Fleet Operation Fund	41,265.14
				Total for Payment No.:		133,769.95

Payment No: 734568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CITY OF CUPERTINO	00601143	Misc Receivables-2026-00000080	FY25-26 CONTRIBUTION	Streets and Highways Capital F	65,187.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CITY OF CUPERTINO	00601144	Misc Receivables-2026-00000081	FY24-25 FUNDING FOR CUPERTINO-	Streets and Highways Capital F	6,269.46
2026-06-26	CITY OF CUPERTINO	00601144	Misc Receivables-2026-00000081	FY25-26 CONTRIBUTION	Streets and Highways Capital F	54,900.28
				Total for Payment No.:		126,357.42

Payment No: 734693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	COUNTY OF SANTA CLARA	00601153	CSC-2026	FY25/26 County Intensive Case	Housing Successor	110,000.00
2026-06-26	COUNTY OF SANTA CLARA	00601153	CSC-2026	FY25/26 County ICM 165-5547-87	City Affordable Housing	15,000.00
				Total for Payment No.:		125,000.00

Payment No: 037395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BENEFIT COORDINATORS CORP	00601847	B0NR2B	VISION JULY26 B2614	Payroll Liability&ClearingAcct	16,350.10
2026-07-10	BENEFIT COORDINATORS CORP	00601847	B0NR2B	VISION JULY26 B2614	Payroll Liability&ClearingAcct	0.00
2026-07-10	BENEFIT COORDINATORS CORP	00601847	B0NR2B	DENTAL JULY26 B2614	Payroll Liability&ClearingAcct	108,167.01
				Total for Payment No.:		124,517.11

Payment No: 037115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BENEFIT COORDINATORS CORP	00600362	B0NCYJ	JUNE 2026 VISION B2612	Payroll Liability&ClearingAcct	15,947.60
2026-06-12	BENEFIT COORDINATORS CORP	00600362	B0NCYJ	JUNE 2026 DENTAL B2612	Payroll Liability&ClearingAcct	106,186.18
				Total for Payment No.:		122,133.78

Payment No: W26256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WASHINGTON TRUST BANK	00600384	05/24/26-06/06/26	WT:VEBA CONTRIB B2612	Fringe Benefits	121,515.61
				Total for Payment No.:		121,515.61

Payment No: 037211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GUERRA CONSTRUCTION GROUP	00600612	32671 - 2	CENTRAL PARK NEW ENTRANCE, ACC	Parks And Recreation	115,029.31
2026-06-18	GUERRA CONSTRUCTION GROUP	00600612	32671 - 2	RETENTION	Parks And Recreation	-5,751.48
				Total for Payment No.:		109,277.83

Payment No: 037185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ARINI GEOGRAPHICS LLC	00599438	000538	WATER METER LOCATION PROJECT	Water Utility	7,306.50
2026-06-18	ARINI GEOGRAPHICS LLC	00600699	000536	CIP GIS PROFESSIONAL SERVICES	General Government - Other	23,448.42
2026-06-18	ARINI GEOGRAPHICS LLC	00600699	000536	OPERATIONAL GIS PROFESSIONAL S	Information Technology Service	58,877.08
2026-06-18	ARINI GEOGRAPHICS LLC	00600701	000537	ADDITIONAL FUNDING FOR TRANSPA	General Government - Other	16,880.50
				Total for Payment No.:		106,512.50

Payment No: 000204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00599923	1892	AS NEEDED ELECTRICAL SERVICES	Sewer Utility	60,000.00
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00599924	1897	AS NEEDED ELECTRICAL SERVICES	Storm Drain	16,095.00
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00599924	1897	AS NEEDED ELECTRICAL SERVICES	Storm Drain	1,042.97
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00600039	1866	PEDDLER'S PLAZA (T)	Public Buildings	218.46

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	TRUE BLUE AUTOMATION SERVICES	00600039	1866	PEDDLER'S PLAZA (T)	Public Buildings	4,344.32
				Total for Payment No.:		81,700.75

Payment No: W27006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WASHINGTON TRUST BANK	00601875	06/21/26-07/04/26	WT:VEBA CONTRIB B2614	Fringe Benefits	93,437.50
				Total for Payment No.:		93,437.50

Payment No: W27002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-08	LOCAL AGENCY FORMATION	00601676	1557JUN2026	WT: FY26-27 OPERATING BUDGET	General Fund	91,725.13
				Total for Payment No.:		91,725.13

Payment No: 037270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ARINI GEOGRAPHICS LLC	00601266	000541	CIP GIS PROFESSIONAL SERVICES	General Government - Other	32,095.67
2026-06-26	ARINI GEOGRAPHICS LLC	00601266	000541	OPERATIONAL GIS PROFESSIONAL S	Information Technology Service	55,681.83
2026-06-26	ARINI GEOGRAPHICS LLC	00601270	000542	ADDITIONAL FUNDING FOR TRANSPA	General Government - Other	1,938.00
				Total for Payment No.:		89,715.50

Payment No: 037138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	INFOSEND INC	00598749	305780	MUNI JAN BILL PRINT+MAIL NON T	General Fund	25,431.60
2026-06-12	INFOSEND INC	00598749	305780	MUNI JAN BILL PRINT+MAIL TAX	General Fund	9,278.23
2026-06-12	INFOSEND INC	00598750	307501	MUNI FEB 2026 BILL TAX	General Fund	13,737.67
2026-06-12	INFOSEND INC	00598750	307501	WATER DEPT MARCH 2026 INSERT	Water Utility	3,119.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	INFOSEND INC	00598750	307501	STR DEPT 2026 REFUSE	Solid Waste Program	4,108.61
2026-06-12	INFOSEND INC	00598750	307501	WATER DEPT FEB 2026 INSERT	Water Utility	48.22
2026-06-12	INFOSEND INC	00598749	305780	WATER DEPT JAN 2026 INSERT	Water Utility	32.95
2026-06-12	INFOSEND INC	00598749	305780	WATER DEPT FEB 2026 INSERT	Water Utility	2,942.02
2026-06-12	INFOSEND INC	00598750	307501	MUNI FEB 2026 BILL PRINT+MAIL	General Fund	24,192.08
				Total for Payment No.:		82,890.99

Payment No: 734709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GLUMAC A TETRA TECH COMPANY	00601168	52592270	FLEET ELECTRIC VEHICLE CHARGIN	Public Buildings	76,607.50
				Total for Payment No.:		76,607.50

Payment No: 037344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]0
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		70,381.40

Payment No: 037399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CARL WARREN & COMPANY	00601821	37153JUL2026	REPLENISH SPEC LIAB ACCT	Special Liability Insurance	70,177.51
				Total for Payment No.:		70,177.51

Payment No: 734609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted]	General Fund	70,008.43
				Total for Payment No.:		70,008.43

Payment No: 037435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SAN JOSE MAILING	00601431	8692	2025 WTR QUALITY REPORT MAILIN	Water Utility	29,971.34
2026-07-10	SAN JOSE MAILING	00601431	8692	2025 WTR QUALITY - SHIPING FEE	Water Utility	25.00
2026-07-10	SAN JOSE MAILING	00601431	8692	2025 WTR QUALITY - POSTAGE FEE	Water Utility	14,214.12
2026-07-10	SAN JOSE MAILING	00601575	8616	NON-TAXABLE MAILING SERVICES	Water Recycling Program	164.52
2026-07-10	SAN JOSE MAILING	00601575	8616	POSTAGE FOR PROP 218 LETTER	Water Utility	3,799.51
2026-07-10	SAN JOSE MAILING	00601575	8616	POSTAGE FOR PROP 218 LETTER	Sewer Utility	3,799.50
2026-07-10	SAN JOSE MAILING	00601575	8616	POSTAGE FOR PROP 218 LETTER	Water Recycling Program	844.34
2026-07-10	SAN JOSE MAILING	00601575	8616	PROP 218 LETTER	Water Utility	3,838.78
2026-07-10	SAN JOSE MAILING	00601575	8616	PROP 218 LETTER	Sewer Utility	3,838.79
2026-07-10	SAN JOSE MAILING	00601575	8616	PROP 218 LETTER	Water Recycling Program	853.08
2026-07-10	SAN JOSE MAILING	00601575	8616	NON-TAXABLE MAILING SERVICES	Water Utility	740.36
2026-07-10	SAN JOSE MAILING	00601575	8616	NON-TAXABLE MAILING SERVICES	Sewer Utility	740.36
2026-07-10	SAN JOSE MAILING	00601507	8681	MAILING SERVICES	General Fund	933.27
2026-07-10	SAN JOSE MAILING	00601507	8681	POSTAGE	General Fund	1,612.99
2026-07-10	SAN JOSE MAILING	00601507	8681	NOTICES	General Fund	1,439.75
				Total for Payment No.:		66,815.71

Payment No: 734967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	(2) ADDITIONAL KEYS/ FOBS 86F	Vehicle Replacement Fund	76.83
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	DAYTIME RUNNING LAMPS 942	Vehicle Replacement Fund	49.39
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	CARGO TIE-DOWN HOOKS 17P	Vehicle Replacement Fund	27.44
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	120V/2.4kW PRO POWER ONBOARD 9	Vehicle Replacement Fund	1,388.34
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	FULL REAR COMPARTMENT LIGHTING	Vehicle Replacement Fund	76.83
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	BACK-UP ALARM 43B	Vehicle Replacement Fund	203.04
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	ALL-WEATHER FLOOR MATS 86W	Vehicle Replacement Fund	120.73
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	TIRE FEE	Vehicle Replacement Fund	8.75
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	DOC FEE	Vehicle Replacement Fund	85.00
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	ELECTRONIC FILING FEE	Vehicle Replacement Fund	30.00
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	DELIVERY	Vehicle Replacement Fund	225.00
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	HEAVY DUTY LOAD FLOOR & SCUFF	Vehicle Replacement Fund	1,240.18
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	FORD E-TRANSIT T350 CARGO VAN	Vehicle Replacement Fund	60,709.29
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	CHANGE TO MEDIUM ROOF W9C	Vehicle Replacement Fund	-1,042.63
2026-07-10	WATSONVILLE FLEET GROUP	00601775	WF16605	BULKHEAD WINDOW ONLY 47U	Vehicle Replacement Fund	1,481.63
				Total for Payment No.:		64,679.82

Payment No: 037348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SHAPE INC.	00600081	60241B51952	(2) NX3153.095 - 435 Impeller	Storm Drain	62,544.33
				Total for Payment No.:		62,544.33

Payment No: 037146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LPA INC	00600183	ARIV1020984	INTERNATIONAL SWIM CENTER REHA	Parks And Recreation	59,165.00
				Total for Payment No.:		59,165.00

Payment No: 734793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WESTERN EXTRICATION SPECIALISTS INC	00601251	3570	HOLMATRO TOOLS	General Fund	48,873.87
2026-06-26	WESTERN EXTRICATION SPECIALISTS INC	00601251	3570	HOLMATRO TOOLS	General Fund	19,755.00
2026-06-26	WESTERN EXTRICATION SPECIALISTS INC	00601251	3570	DISCOUNT	General Fund	-10,130.18
				Total for Payment No.:		58,498.69

Payment No: 734435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	SPEEDALERT 24 RADAR MESSAGE SI	Vehicle Replacement Fund	21,339.86
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	APP, TRAFFIC SUITE (60MO); EQU	Vehicle Replacement Fund	16,368.75
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	ATS-5 TRAILER FLOCK READY: 450	Vehicle Replacement Fund	19,258.14
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	HRNS, POWER CORD, IA W/ QUICK	Vehicle Replacement Fund	130.95
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	USB CABLE, 16FT, EXTRA LONG FO	Vehicle Replacement Fund	82.37
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	VIOLATOR STROBE, RED AND	Vehicle Replacement	1,834.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				BLUE	Fund	
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	TRAILER WHEEL LOCK, ATS-5 ITEM	Vehicle Replacement Fund	320.57
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	SHIPPING AND HANDLING ITEM NO:	Vehicle Replacement Fund	3,376.00
2026-06-18	ALL TRAFFIC SOLUTIONS INC	00600666	I822139	DISCOUNT ITEM NO: 4001190	Vehicle Replacement Fund	-6,617.00
				Total for Payment No.:		56,093.99

Payment No: 037423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MAZE & ASSOC	00601776	54815	CITY MANAGER	General Fund	27,850.00
2026-07-10	MAZE & ASSOC	00601776	54815	WATER	Water Utility	2,785.00
2026-07-10	MAZE & ASSOC	00601776	54815	SOSA	Sports & Open Space Authority	1,671.00
2026-07-10	MAZE & ASSOC	00601776	54815	SEWER	Sewer Utility	1,114.00
2026-07-10	MAZE & ASSOC	00601776	54815	SOLID WASTE	Solid Waste Program	1,671.00
				Total for Payment No.:		35,091.00

Payment No: 734565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CAPITOL CORRIDOR JOINT POWERS	00601141	974D-1	CONSTRUCTION RELATED COSTS FOR	Sewer Utility Construction	22,446.13
2026-06-26	CAPITOL CORRIDOR JOINT POWERS	00601141	974D-1	UPRR AGNEW SIDING. FUNDING: PO	Water Utility Construction	4,657.16
2026-06-26	CAPITOL CORRIDOR JOINT POWERS	00601141	974D-1	UPRR AGNEW SIDING. FUNDING: RE	Recycled Water Capital Fund	5,473.63
2026-06-26	CAPITOL CORRIDOR JOINT POWERS	00601141	974D-1	UPRR AGNEW SIDING. FUNDING: ST	General Government - Other	18,573.73
				Total for Payment No.:		51,150.65

Payment No: 734789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	VALLEY CONCRETE	00601389	06102026	AS-NEEDED ASPHALT AND CONRETE	Streets and Highways Capital F	30,131.06
2026-06-26	VALLEY CONCRETE	00601388	05212026	AS-NEEDED ASPHALT AND CONRETE	Streets and Highways Capital F	22,818.10
				Total for Payment No.:		52,949.16

Payment No: 037148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MADDEN MEDIA	00599908	2026-034296	WEB MAINTENANCE	Deposit Funds.	2,220.00
2026-06-12	MADDEN MEDIA	00599910	2026-034071	SB FIFA ACTIVATION PLAN	Deposit Funds.	6,911.76
2026-06-12	MADDEN MEDIA	00599910	2026-034071	MEDIA BUY	Deposit Funds.	7,142.86
2026-06-12	MADDEN MEDIA	00599910	2026-034071	EXPERIMENTAL ACT ONSITE	Deposit Funds.	15,000.00
2026-06-12	MADDEN MEDIA	00599908	2026-034296	MARKETING DIV	Deposit Funds.	3,000.00
2026-06-12	MADDEN MEDIA	00599912	2026-034204	APR2026 RECORDS	Deposit Funds.	17,865.00
				Total for Payment No.:		52,139.62

Payment No: 037329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	1,111.19
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	569.21
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	4,826.47
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	10,880.71
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	76.55
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	General Fund	1,835.48
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN	Water Utility	1,799.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				JUNE2026		
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599973	0000572345	CART & FRONT LOAD BIN JUNE2026	Solid Waste Program	2,096.69
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599970	0000571379	DEBRIS BIN HAULING MAY 2026	General Fund	201.28
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599970	0000571379	DEBRIS BIN HAULING MAY 2026	General Fund	3,919.38
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599970	0000571379	DEBRIS BIN HAULING MAY 2026	Water Utility	123.94
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599970	0000571379	DEBRIS BIN HAULING MAY 2026	Cemetery	371.81
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00599972	0000571378	1700 WALSH ROLL-OFF MAY2026	Solid Waste Program	5,716.59
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00600405	0000563684	LUNAR NEW YEAR EVENT	General Fund	3,264.66
2026-06-26	MISSION TRAIL WASTE SYSTEMS	00600406	0000565573	CSC LUNAR NEW YEAR	General Fund	4,041.14
				Total for Payment No.:		40,835.08

Payment No: 037193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CARL WARREN & COMPANY	00600674	37153JUN2026	REPLENISH SPECIAL LIAB TRUST	Special Liability Insurance	49,902.78
				Total for Payment No.:		49,902.78

Payment No: 734460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DOMINGUEZ & SONS TRUCKING INC	00600515	2605142	2026 CLEAN UP CAMPAIGN	Solid Waste Program	48,933.09
				Total for Payment No.:		48,933.09

Payment No: 734660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ABODE SERVICES	00601035	TBRA-04-2026AB	Abode TBRA HOME FY25/26	H.U.D Capital Projects	29,678.64
2026-06-26	ABODE SERVICES	00601035	TBRA-04-2026AB	Abode TBRA CAHF	City Affordable Housing	19,150.21
				Total for Payment No.:		48,828.85

Payment No: 037274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BAY AREA WEED EATERS	00600958	182	2026 ALL PURPOSE LANDFILL MOWI	Solid Waste Utility-Constructi	46,876.00
				Total for Payment No.:		46,876.00

Payment No: 037309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INFOSEND INC	00600160	309354	BILL PRINT AND MAIL (T)	General Fund	12,092.81
2026-06-26	INFOSEND INC	00600158	307513	FD MARCH 2026	General Fund	437.75
2026-06-26	INFOSEND INC	00600160	309354	BILL PRINT AND MAIL	General Fund	25,859.74
2026-06-26	INFOSEND INC	00600160	309354	WATER DEPT - MARCH INSERT	Water Utility	23.58
2026-06-26	INFOSEND INC	00600160	309354	STREET DEPT REFUSE - 2026 CUC	Solid Waste Program	23.58
2026-06-26	INFOSEND INC	00600160	309354	WATER DEPT - APRIL INSERT	Water Utility	3,143.70
2026-06-26	INFOSEND INC	00600160	309354	PARS & REC	General Fund	2,365.09
2026-06-26	INFOSEND INC	00600158	307513	FD MARCH 2026 (T)	General Fund	85.69
				Total for Payment No.:		44,031.94

Payment No: 734554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WEST COAST ARBORISTS INC	00595929	241271	25-26 SPECIE PRUNING FEB 2026	Streets and Highways Capital F	45,731.65
2026-06-18	WEST COAST ARBORISTS INC	00599686	241911	CITYWIDE SPECIE PRUNING	General Fund	1,067.20
				Total for Payment No.:		46,798.85

Payment No: 037431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PERKINS + WILL, INC.	00601677	0438304		General Fund	46,798.75
				Total for Payment No.:		46,798.75

Payment No: 734388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	VALLEY CONCRETE	00600013	04092026	AS-NEEDED ASPHALT AND CONRETE	Streets and Highways Capital F	45,789.22
				Total for Payment No.:		45,789.22

Payment No: 037253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TRUEPOINT SOLUTIONS, LLC	00600611	49573	ACCELA SUPP SERVICES APRIL	General Fund	310.61
2026-06-18	TRUEPOINT SOLUTIONS, LLC	00600484	49362	ADDITIONAL FUNDS PER AMENDMENT	General Government - Other	25,749.67
2026-06-18	TRUEPOINT SOLUTIONS, LLC	00600485	49587	ADDITIONAL FUNDS PER AMENDMENT	General Government - Other	19,404.68
				Total for Payment No.:		45,464.96

Payment No: 734681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CANON FINANCIAL SERVICES INC	00601030	42822271	FY25-26 CITY	Information Technology Service	44,575.72
2026-06-26	CANON FINANCIAL SERVICES INC	00601030	42822271	FY25-26 STADIUM - BRIEFING ROO	S.C.Stadium Authority Ops	166.43
2026-06-26	CANON FINANCIAL SERVICES INC	00601030	42822271	FY25-26 STADIUIM - MANAGER'S O	General Fund	166.43
				Total for Payment No.:		44,908.58

Payment No: 037180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	BENEFIT COORDINATORS CORP	00600522	19073	LIFE & DISABILITY INS B2612	Payroll Liability&ClearingAcct	6,069.69
2026-06-18	BENEFIT COORDINATORS CORP	00600522	19073	LIFE & DISABILITY INS B2612	Payroll Liability&ClearingAcct	14,753.26
2026-06-18	BENEFIT COORDINATORS CORP	00600522	19073	LIFE & DISABILITY INS B2612	Payroll Liability&ClearingAcct	3,851.78
2026-06-18	BENEFIT COORDINATORS CORP	00600522	19073	LIFE & DISABILITY INS B2612	Payroll	14,270.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Liability&ClearingAcct	
2026-06-18	BENEFIT COORDINATORS CORP	00600522	19073	LIFE & DISABILITY INS B2612	Payroll Liability&ClearingAcct	5,613.63
				Total for Payment No.:		44,559.24

Payment No: 734467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FLEET VEHICLE SOURCE INC	00600592	SCPW-TU102138	2026 HYUNDAI PALISADE SE AWD (	Vehicle Replacement Fund	43,772.69
2026-06-18	FLEET VEHICLE SOURCE INC	00600592	SCPW-TU102138	UNDERBODY PROTECTION PLATE - U	Vehicle Replacement Fund	276.57
2026-06-18	FLEET VEHICLE SOURCE INC	00600592	SCPW-TU102138	CA DEALER DOC FEE	Vehicle Replacement Fund	93.29
2026-06-18	FLEET VEHICLE SOURCE INC	00600592	SCPW-TU102138	CA TIRE FEE ($1.75 X 4 = $7.00	Vehicle Replacement Fund	7.00
2026-06-18	FLEET VEHICLE SOURCE INC	00600592	SCPW-TU102138	DELIVERY FEE	Vehicle Replacement Fund	150.00
				Total for Payment No.:		44,299.55

Payment No: 004022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NAVIA BENEFIT SOLUTIONS, INC	00600375	05/24/26-06/06/26	DD:BIWKLY NAVIA BENEFIT B2612	Payroll Liability&ClearingAcct	12,167.61
2026-06-12	NAVIA BENEFIT SOLUTIONS, INC	00600375	05/24/26-06/06/26	DD:BIWKLY NAVIA BENEFIT B2612	Payroll Liability&ClearingAcct	29,889.77
				Total for Payment No.:		42,057.38

Payment No: 004037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NAVIA BENEFIT SOLUTIONS, INC	00601871	06/21/26-07/04/26	DD:BIWKLY NAVIA BENEFIT B2614	Payroll Liability&ClearingAcct	12,239.72
2026-07-10	NAVIA BENEFIT SOLUTIONS, INC	00601871	06/21/26-07/04/26	DD:BIWKLY NAVIA BENEFIT B2614	Payroll	29,762.91

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Liability&ClearingAcct	
				Total for Payment No.:		42,002.63

Payment No: 004028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NAVIA BENEFIT SOLUTIONS, INC	00601446	06/07/26-06/20/26	DD:BIWKLY NAVIA BENEFIT B2613	Payroll Liability&ClearingAcct	11,564.08
2026-06-26	NAVIA BENEFIT SOLUTIONS, INC	00601446	06/07/26-06/20/26	DD:BIWKLY NAVIA BENEFIT B2613	Payroll Liability&ClearingAcct	29,505.61
				Total for Payment No.:		41,069.69

Payment No: 734788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599976	261762983-001	PICKUP/ DELIVERY TAX	Solid Waste Program	164.63
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599976	261762983-001	CA PERSONAL PROP TAX REIMB	Solid Waste Program	6.30
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599977	261762983-002	DELIVERY CR MEMO	Solid Waste Program	-164.63
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599977	261762983-002	CA REIMB CR MEMO	Solid Waste Program	-6.30
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599977	261762983-002	LOADER WHEEL CR MEMO	Solid Waste Program	-839.59
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599976	261762983-001	LOADER WHEEL	Solid Waste Program	839.59
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599976	261762983-001	PICKUP/ DELIVERY NONTAX	Solid Waste Program	150.00
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00599977	261762983-002	DELIVERY CR MEMO	Solid Waste Program	-150.00
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601394	261477415-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	48.43
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601394	261477415-001	Delivery Charge	Solid Waste Program	3,623.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601395	261477415-002	Forklift WHSE 8000# Diesel Ren	Solid Waste Program	-487.48
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601395	261477415-002	CA Personal Prop Tax REIMB Cha	Solid Waste Program	-3.33
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601395	261477415-002	Delivery Charge	Solid Waste Program	-329.38
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601396	261595939-001	Loader Wheel Rental Costs	Solid Waste Program	8,803.42
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601396	261595939-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	60.12
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601397	261717326-001	Loader Wheel Rental Costs	Solid Waste Program	4,401.71
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601397	261717326-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	30.06
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601394	261477415-001	Loader Wheel Rental Costs	Solid Waste Program	4,400.72
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601394	261477415-001	Tank Fuel Double Wall Rental C	Solid Waste Program	526.91
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601394	261477415-001	Forklift WHSE 8000# Diesel Ren	Solid Waste Program	2,161.93
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601398	261620397-001	Loader Wheel Rental Costs	Solid Waste Program	4,401.71
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601398	261620397-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	30.06
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601400	261582087-001	Loader Wheel Rental Costs	Solid Waste Program	8,803.28
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601400	261582087-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	60.12
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601400	261582087-001	Delivery Charge	Solid Waste Program	222.48
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601401	261582087-002	Delivery Charge	Solid Waste Program	-222.34
2026-06-26	UNITED RENTALS (NORTH AMERICA)	00601399	261616323-001	Loader Wheel Rental Costs	Solid Waste Program	4,401.71
2026-06-26	UNITED RENTALS (NORTH	00601399	261616323-001	CA Personal Prop Tax REIMB Cha	Solid Waste Program	30.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	AMERICA)					
				Total for Payment No.:		40,963.54

Payment No: 734394

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ZANKER ROAD RESOURCE MANAGEMENT LLC	00598769	10000863	2026 MAY - DIRT REMOVAL - 1512	Sewer Utility	4,006.75
2026-06-12	ZANKER ROAD RESOURCE MANAGEMENT LLC	00598769	10000863	2026 MAY - DIRT REMOVAL - 1423	Water Utility	24,040.50
2026-06-12	ZANKER ROAD RESOURCE MANAGEMENT LLC	00598769	10000863	2026 MAY - DIRT REMOVAL - 1424	Water Utility	12,020.25
				Total for Payment No.:		40,067.50

Payment No: 037214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HEXAGON SAFETY & INFRASTRUCTURE	00600509	S26-0000250	Two, Dispatcher Training Licen	General Fund	26,652.60
2026-06-18	HEXAGON SAFETY & INFRASTRUCTURE	00600509	S26-0000250	Maintenance for two dispatcher	General Fund	12,288.00
				Total for Payment No.:		38,940.60

Payment No: 037384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INTL FIREFIGHTERS LOCAL 1171	00601855	06/07/26-07/04/26A	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	37,831.45
				Total for Payment No.:		37,831.45

Payment No: 037121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CITIES ASSN OF SANTA CLARA CO	00600313	CY26-27-11	SCC PLANNING COLLAB CONTR CY26	General Fund	37,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		37,000.00

Payment No: 734338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	IMPARK	00599290	3700082604	SCCC APR 2026	Convention Cnt Maintenance Dis	28,524.85
2026-06-12	IMPARK	00599290	3700082604	SCCC APR 2026	Convention Cnt Maintenance Dis	3,855.49
2026-06-12	IMPARK	00599290	3700082604	SCCC APR 2026	Convention Cnt Maintenance Dis	3,855.49
				Total for Payment No.:		36,235.83

Payment No: 037246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SANTA CLARA METHODIST	00600702	MRF-APR26-13	CIP-LIBERTY TOWER ELEVATOR REP	H.U.D Capital Projects	35,826.75
				Total for Payment No.:		35,826.75

Payment No: 734791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WALK TALKIN INTERNATIONAL LLC	00601430	1042	AS-NEEDED EVENT PLANNING AND P	General Fund	35,497.54
				Total for Payment No.:		35,497.54

Payment No: 037267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ALTA PLANNING + DESIGN, INC.	00601249	304.RA23011.001-2	SERVICES APRIL 2026	General Government - Other	17,309.12
2026-06-26	ALTA PLANNING + DESIGN, INC.	00601247	26-7358	SERVICES JANUARY 2026	General Government - Other	2,682.26
2026-06-26	ALTA PLANNING + DESIGN, INC.	00601248	304.RA23011.001-1	SERVICES MARCH 2026	General Government - Other	15,211.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		35,202.94

Payment No: 037144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LEVY SANTA CLARA CONVENTION CENTER	00600312	LevyInv130	SCCC COMM ENRICHMENT INV	SCCC-Levy Food & Beverage	25,995.60
2026-06-12	LEVY SANTA CLARA CONVENTION CENTER	00600315	LevyInv131		SCCC-Levy Food & Beverage	8,959.29
				Total for Payment No.:		34,954.89

Payment No: W26259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-16	ZO AGENCY	00600547	4392	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	34,165.26
2026-06-16	ZO AGENCY	00600547	4392	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	274.74
				Total for Payment No.:		34,440.00

Payment No: 037321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LEVY SANTA CLARA CONVENTION CENTER	00600862	SCCC-611942-6-1	STEM BOWL STAFF BREAK	General Fund	1,129.89
2026-06-26	LEVY SANTA CLARA CONVENTION CENTER	00600863	SCCC-611942-8-1	STEM BOWL KIDS MEAL	General Fund	22,005.00
2026-06-26	LEVY SANTA CLARA CONVENTION CENTER	00600864	SCCC-611942-5-1	STEM BOWL STAFF VENDOR BOXED	General Fund	11,136.88
				Total for Payment No.:		34,271.77

Payment No: 734673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BANKSIA LANDSCAPE, INC.	00600970	435	CREDIT MEMO	Convention Cnt Maintenance Dis	-2,116.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BANKSIA LANDSCAPE, INC.	00600970	435	CREDIT MEMO	Convention Cnt Maintenance Dis	-1,225.00
2026-06-26	BANKSIA LANDSCAPE, INC.	00600970	435	CREDIT MEMO	Convention Cnt Maintenance Dis	-1,998.23
2026-06-26	BANKSIA LANDSCAPE, INC.	00600990	28535	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	18,041.08
2026-06-26	BANKSIA LANDSCAPE, INC.	00600991	28619	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	20,820.34
				Total for Payment No.:		33,521.42

Payment No: 037343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	RAINY DAY ROOFING INC	00600988	RD16108	CENTRAL LIBRARY (COMPLETED WOR	General Fund	33,303.18
				Total for Payment No.:		33,303.18

Payment No: 037145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LINNEA SHEEHY	00599916	2603	CHANGE ORDER #7: ADDITIONAL FU	General Fund	19,808.83
2026-06-12	LINNEA SHEEHY	00599916	2603	CHANGE ORDER #6: ADDITIONAL FU	General Fund	2,589.97
2026-06-12	LINNEA SHEEHY	00600255	2604	CHANGE ORDER #7: ADDITIONAL FU	General Fund	10,553.17
				Total for Payment No.:		32,951.97

Payment No: 734702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FIRST SHIELD SECURITY AND	00601071	7369	SECURITY SERVICES AT CENTRAL P	General Fund	7,265.80
2026-06-26	FIRST SHIELD SECURITY AND	00600870	7327	PARKS - BATHROOM CLOSURES	General Fund	7,500.00
2026-06-26	FIRST SHIELD SECURITY AND	00600987	7326	SECURITY AND PATROL FOR	Convention Cnt	15,744.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SANTA	Maintenance Dis	
				Total for Payment No.:		30,509.80

Payment No: 734882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA WATER SUPPLY &	00601616	7909	FY 26-27 Q1 ASSESSMENT	Water Utility	31,580.25
				Total for Payment No.:		31,580.25

Payment No: 037284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CORE BUSINESS TECHNOLOGIES	00599990	INV-36066	CORE YR3 HOSTING SVC	General Fund	30,000.00
2026-06-26	CORE BUSINESS TECHNOLOGIES	00600175	INV-36545	YR2 CREDIT CARD GATEWAY FEE	General Fund	525.00
				Total for Payment No.:		30,525.00

Payment No: 734292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ANDY'S ROOFING CO INC	00600045	4374	SHINGLE AND GUTTER REPLACEMENT	Public Buildings	14,250.00
2026-06-12	ANDY'S ROOFING CO INC	00600045	4374	MATERIALS	Public Buildings	13,550.00
2026-06-12	ANDY'S ROOFING CO INC	00600045	4374	CONTINGENCY	Public Buildings	1,851.30
2026-06-12	ANDY'S ROOFING CO INC	00600045	4374	PAYMENT BOND	Public Buildings	771.65
				Total for Payment No.:		30,422.95

Payment No: 037225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MADDEN MEDIA	00600594	2026-034524	SB FIFA ACTIVATION PLAN 0526	Deposit Funds.	29,054.62
				Total for Payment No.:		29,054.62

Payment No: 734794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WSP USA INC.	00601250	40351086	OPERATION, MAINTENANCE, MONITO	Solid Waste Utility-Constructi	26,018.50
2026-06-26	WSP USA INC.	00601250	40351086	OPERATION, MAINTENANCE, MONITO	Related Santa Clara Dvlpr Fund	2,103.50
				Total for Payment No.:		28,122.00

Payment No: 734783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	U.S. BANK	00601440	06/07/26-06/20/26	BIWKLY PAYROLL DED PARS B2613	Fringe Benefits	27,936.42
				Total for Payment No.:		27,936.42

Payment No: 734959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	U.S. BANK	00601853	06/21/26-07/04/26	BIWKLY PAYROLL DED PARS B2614	Fringe Benefits	27,729.70
				Total for Payment No.:		27,729.70

Payment No: 734712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HDL SOFTWARE LLC	00599991	SIN064035	TAX ADMIN SVC YR3 APRIL 2026	General Fund	13,838.00
2026-06-26	HDL SOFTWARE LLC	00599992	SIN064036	TAX ADMIN SVC YR3 MAY 2026	General Fund	13,838.00
				Total for Payment No.:		27,676.00

Payment No: 734431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	9.90
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	PUMP/4495 N 1ST ST	Sewer Utility	3,234.22
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POOL/2250 ROYAL	General Fund	5,706.48
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	SR CNTR 1303 FREMONT ST	General Fund	3,241.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	NORTHSIDE LIB 695 MORELAND WAY	General Fund	215.70
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE-STA2 1900 WALSH AVE.	General Fund	481.40
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	454.04
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	STREET/1700 WALSH 50%	General Fund	454.05
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	CITY HALL-1500 WARBURTON	General Fund	1,845.98
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POLICE/601 EL CAMINO	General Fund	2,631.32
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	COMM SVCS-1515 EL CAMINO REAL	General Fund	22.87
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	BERMAN BLDG-1405 CIVIC CTR	General Fund	275.81
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE/#1 777 BENTON	General Fund	400.12
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE/#4-2323 PRUNERIDGE	General Fund	58.08
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POOL/BUCHER-REBIERO	General Fund	7.84
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POOL/BACHER-REBIERO STS	General Fund	2,169.06
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE/#9-3011 CORVIN	General Fund	367.91
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	GYM/2450 CABRILLO	General Fund	172.83
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	SPORTS CTR/3445 BENTON	General Fund	10.98
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	CRC/969 KIELY	General Fund	1,597.72
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE/#3 2821 HOMESTEAD RD	General Fund	61.75
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	LIBRARY/2635 HOMESTEAD	General Fund	2,427.57
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	YOUTH SOCCER 5049 CENTENNIAL	General Fund	101.23
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	PARKS/4750 LICK MILL BLVD	General Fund	16.15
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	8.65
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	FIRE/#6-888 AGNEW RD	General Fund	215.29
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POOL/3750 DELA CRUZ	General Fund	25.36
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	2975 LAFAYETTE ST.	General Fund	8.38
2026-06-18	PG&E	00600604	2490226441-5 MAY2026A	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	178.18
				Total for Payment No.:		26,400.48

Payment No: 734781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRB AND ASSOCIATES, INC.	00601208	7306	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	8,960.00
2026-06-26	TRB AND ASSOCIATES, INC.	00601207	7274	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	17,207.50
				Total for Payment No.:		26,167.50

Payment No: 037366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRITON MUSEUM OF ART	00601285	2887JUN2026	GRANT AGREEMENT FOR ACCESSIBLE	General Fund	25,411.33
				Total for Payment No.:		25,411.33

Payment No: 037387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA POLICE ASSN	00601860	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	22,720.64
				Total for Payment No.:		22,720.64

Payment No: 037108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SANTA CLARA POLICE ASSN	00600385	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	22,200.32
				Total for Payment No.:		22,200.32

Payment No: 037314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JOSH R. RUBIETTA	00600905	SP26-1	CHANGE ORDER #9: ADDITIONAL FU	General Fund	22,138.09
				Total for Payment No.:		22,138.09

Payment No: 734760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA CO SOCIAL SVC AGCY	00601402	2457JUN2026	FY2025-26 SNR NUT PROGRAM	Deposit Funds.	22,118.75
				Total for Payment No.:		22,118.75

Payment No: 734691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CORE & MAIN LP	00600926	Y954318	DISMANTLING JOINT 4 INCH, HYMA	Water Utility	917.51
2026-06-26	CORE & MAIN LP	00600926	Y954318	DISMANTLING JOINT 6 INCH, HYMA	Water Utility	1,211.64
2026-06-26	CORE & MAIN LP	00600926	Y954318	DISMANTLING JOINT 8 INCH, HYMA	Water Utility	1,569.43
2026-06-26	CORE & MAIN LP	00600926	Y954318	DISMANTLING JOINT 10 INCH, HYM	Water Utility	2,105.00
2026-06-26	CORE & MAIN LP	00600927	Z025614	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	19,244.40
2026-06-26	CORE & MAIN LP	00601403	Z154538	COVER, STEEL, W/6IN READER, FO	Water Utility	1,339.33
				Total for Payment No.:		26,387.31

Payment No: 734677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA EMPLOYMENT DEVELOPMENT DEPT	00600015	L1831205424	UI-Q1 2026 (GENERAL)	Unemployment Insurance Fund	16,043.00
2026-06-26	CA EMPLOYMENT DEVELOPMENT DEPT	00600015	L1831205424	UI-Q1 2026 (WATER)	Unemployment Insurance Fund	5,156.00
2026-06-26	CA EMPLOYMENT DEVELOPMENT DEPT	00600015	L1831205424	UI-Q1 2026 (SVP)	Unemployment Insurance Fund	238.00
				Total for Payment No.:		21,437.00

Payment No: 037122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CIVICPLUS LLC	00600307	337703	FOIA WORKFLOW PREMIUM FY25-26	General Fund	21,154.77
				Total for Payment No.:		21,154.77

Payment No: 734466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FIRST SHIELD SECURITY AND	00600545	7330	SEWER PATROL SERVICES FOR RABE	Sewer Utility	760.41
				Total for Payment No.:		760.41

Payment No: 734502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NEW IMAGE LANDSCAPE COMPANY	00599683	154053	LANDSCAPE MAINT FOR APR2026	General Fund	12,060.17
2026-06-18	NEW IMAGE LANDSCAPE COMPANY	00599684	154321	LANDSCAPE MAINT MAY 2026	General Fund	3,940.40
2026-06-18	NEW IMAGE LANDSCAPE COMPANY	00600542	154323	LANDSCAPING AND MAINTENANCE SE	General Fund	4,516.00
				Total for Payment No.:		20,516.57

Payment No: 734363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	REED & GRAHAM INC	00600218	132979	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	207.97
2026-06-12	REED & GRAHAM INC	00600218	132979	ADDITIONAL FUNDING FOR AS NEED	Water Utility	104.00
2026-06-12	REED & GRAHAM INC	00600218	132979	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	34.66
2026-06-12	REED & GRAHAM INC	00600222	133589	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	1,006.23
2026-06-12	REED & GRAHAM INC	00600222	133589	ADDITIONAL FUNDING FOR AS NEED	Water Utility	503.12
2026-06-12	REED & GRAHAM INC	00600222	133589	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	167.71
2026-06-12	REED & GRAHAM INC	00600224	134618	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	200.00
2026-06-12	REED & GRAHAM INC	00600224	134618	ADDITIONAL FUNDING FOR AS NEED	Water Utility	100.01
2026-06-12	REED & GRAHAM INC	00600224	134618	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	33.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	REED & GRAHAM INC	00600226	134001	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	69.93
2026-06-12	REED & GRAHAM INC	00600226	134001	ADDITIONAL FUNDING FOR AS NEED	Water Utility	34.97
2026-06-12	REED & GRAHAM INC	00600226	134001	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	11.65
2026-06-12	REED & GRAHAM INC	00600227	134358	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	5,875.30
2026-06-12	REED & GRAHAM INC	00600227	134358	ADDITIONAL FUNDING FOR AS NEED	Water Utility	2,937.65
2026-06-12	REED & GRAHAM INC	00600227	134358	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	979.22
2026-06-12	REED & GRAHAM INC	00600228	133370	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	152.90
2026-06-12	REED & GRAHAM INC	00600228	133370	ADDITIONAL FUNDING FOR AS NEED	Water Utility	76.45
2026-06-12	REED & GRAHAM INC	00600228	133370	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	25.48
2026-06-12	REED & GRAHAM INC	00600229	135555	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	1,671.27
2026-06-12	REED & GRAHAM INC	00600229	135555	ADDITIONAL FUNDING FOR AS NEED	Water Utility	835.64
2026-06-12	REED & GRAHAM INC	00600229	135555	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	278.55
2026-06-12	REED & GRAHAM INC	00600230	135449	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	1,426.80
2026-06-12	REED & GRAHAM INC	00600230	135449	ADDITIONAL FUNDING FOR AS NEED	Water Utility	713.39
2026-06-12	REED & GRAHAM INC	00600230	135449	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	237.80
2026-06-12	REED & GRAHAM INC	00600231	135222	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	1,387.14
2026-06-12	REED & GRAHAM INC	00600231	135222	ADDITIONAL FUNDING FOR AS NEED	Water Utility	693.58
2026-06-12	REED & GRAHAM INC	00600231	135222	ADDITIONAL FUNDING FOR AS	Sewer Utility	231.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				NEED		
2026-06-12	REED & GRAHAM INC	00600233	134955	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	206.77
2026-06-12	REED & GRAHAM INC	00600233	134955	ADDITIONAL FUNDING FOR AS NEED	Water Utility	103.39
2026-06-12	REED & GRAHAM INC	00600233	134955	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	34.47
				Total for Payment No.:		20,340.56

Payment No: 734358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	GLASSBOARDS INCLUDING ACCESSOR	Water Utility	5,392.96
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	GLASSBOARDS INCLUDING ACCESSOR	Sewer Utility	5,392.98
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	GLASSBOARDS INCLUDING ACCESSOR	Water Recycling Program	1,198.44
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	SHIPPING	Water Utility	657.68
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	SHIPPING	Sewer Utility	657.68
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	SHIPPING	Water Recycling Program	146.15
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	PROJECT MANAGEMENT AND INSTALL	Water Utility	3,099.06
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	PROJECT MANAGEMENT AND INSTALL	Sewer Utility	3,099.07
2026-06-12	ONE WORKPLACE L FERRARI	00600220	231098	PROJECT MANAGEMENT AND INSTALL	Water Recycling Program	688.68
				Total for Payment No.:		20,332.70

Payment No: 037383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	IBEW	00601856	06/07/26-07/04/26	UNION DUES B2613 B2614	Payroll Liability&ClearingAcct	20,083.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		20,083.44

Payment No: 037104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	IBEW	00600377	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	19,794.65
				Total for Payment No.:		19,794.65

Payment No: 734849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	516.18
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	10,247.66
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	8,429.82
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	156.94
				Total for Payment No.:		19,350.60

Payment No: 037325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600959	2509F13 REV1	Laboratory Services	Water Utility	240.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600962	2508266 REV2	Laboratory Services	Water Utility	1,785.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600963	2508362 REV3	Laboratory Services	Water Utility	4,129.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600964	2508630 REV3	Contingency 10%	Water Utility	5,901.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600960	2509M37 REV1	Laboratory Services	Water Utility	160.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600961	2510C98 REV2	Contingency 10%	Water Utility	2,056.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600965	2508977 REV2	Laboratory Services	Water Utility	1,860.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600966	2511529	Laboratory Services	Water Utility	1,210.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600967	2512539	Laboratory Services	Water Utility	733.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600967	2512539	Contingency 10%	Water Utility	642.00
2026-06-26	MCCAMPBELL ANALYTICAL INC	00600968	2512960 REV1	Laboratory Services	Water Utility	480.00
				Total for Payment No.:		19,196.00

Payment No: 037105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	INTL FIREFIGHTERS LOCAL 1171	00600380	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	19,149.31
				Total for Payment No.:		19,149.31

Payment No: 734765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SCHAAF & WHEELER CONSULTING	00600876	43246	AMENDMENT #1 ? BASIC SERVICES/	SA General Obligation Bnd- CIP	18,732.50
				Total for Payment No.:		18,732.50

Payment No: 734698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELIJA KOZAK	00601287	2026-0001	ADVISORY PROJECT SUPPORT	General Fund	18,240.00
				Total for Payment No.:		18,240.00

Payment No: 037394

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA TREE SPECIALISTS	00601500	100515836	ANSI TREE PRUNING 6B GRID	Streets and Highways Capital F	18,110.58
				Total for Payment No.:		18,110.58

Payment No: 734414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	METROPOLITAN TRANSPORTATION	00600428	1001043	CONTRIBUTION P-TAP 27	Streets and Highways Capital F	18,090.00
				Total for Payment No.:		18,090.00

Payment No: 734920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LUPE LIMA	00601633	46592	tow fees	General Fund	310.00
2026-07-10	LUPE LIMA	00601634	46298	RV tow	General Fund	3,000.00
2026-07-10	LUPE LIMA	00601635	46299	ford rv tow	General Fund	2,500.00
2026-07-10	LUPE LIMA	00601637	46296	trailer tow	General Fund	2,500.00
2026-07-10	LUPE LIMA	00601638	46295	van tow	General Fund	2,000.00
2026-07-10	LUPE LIMA	00601640	46294	rv tow	General Fund	2,500.00
2026-07-10	LUPE LIMA	00601654	46566	tow fees	General Fund	465.00
2026-07-10	LUPE LIMA	00601662	46174	rv tow	General Fund	2,000.00
2026-07-10	LUPE LIMA	00601663	46652	tow fees	General Fund	990.00
2026-07-10	LUPE LIMA	00601664	46653	tow fees	General Fund	990.00
2026-07-10	LUPE LIMA	00601657	46574	tow fees	General Fund	310.00
				Total for Payment No.:		17,565.00

Payment No: 037268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AMERICAN POWER SOLUTIONS	00600973	APS2640022	026-2961-87600 (I)3072	Convention Cnt Maintenance Dis	6,952.86
2026-06-26	AMERICAN POWER SOLUTIONS	00600973	APS2640022	026-2961-87600 (I)3073	Convention Cnt Maintenance Dis	4,023.68
2026-06-26	AMERICAN POWER SOLUTIONS	00600973	APS2640022	026-2961-87600 (I)3074	Convention Cnt Maintenance Dis	6,563.46
				Total for Payment No.:		17,540.00

Payment No: 037377

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WOODARD & CURRAN, INC	00600877	260417	SANITARY SEWER HYDRAULIC MODEL	Sewer Utility Construction	12,892.00
2026-06-26	WOODARD & CURRAN, INC	00601037	263400	SANITARY SEWER HYDRAULIC MODEL	Sewer Utility Construction	4,529.25
				Total for Payment No.:		17,421.25

Payment No: 734667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ANDY'S ROOFING CO INC	00600974	4368	HEART OF THE VALLEY	Public Buildings	17,333.08
				Total for Payment No.:		17,333.08

Payment No: 037418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601581	97079563	1231 JUV BK	General Fund	-53.56
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601582	97079564	1231 JUV BK	General Fund	-15.58
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601585	97118575	1241/1233/1235 AD BK	General Fund	3,035.38
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601585	97118575	1231/1233/1235 JUV BK	General Fund	4,893.41
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601585	97118575	1232/1233/1235 YA BK	General Fund	426.75
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601588	97118588	1241 AD BK	General Fund	22.06
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601589	97274433	1241/1233/1235 AD BK	General Fund	2,069.38
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601589	97274433	1231/1233/1235 JUV BK	General Fund	2,981.71
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601589	97274433	1232/1233/1235 YA BK	General Fund	17.51
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601592	97294955	ESL RSC BKS 2026	Library Operating Grant Fund	12.87
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601594	97332325	ESL RSC BKS 2026	Library Operating Grant Fund	483.47
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601601	97395963	1241/1233/1235 AD BK	General Fund	2,142.81
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601601	97395963	1231/1233/1235/1236 JUV BK	General Fund	759.26
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601604	97432141	ESL RSC BKS 2026	Library Operating Grant Fund	169.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INGRAM LIBRARY SERVICES LLC	00601604	97432141	1241 AD BK	General Fund	383.58
				Total for Payment No.:		17,328.71

Payment No: 000192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	BAY CITY BOILER & ENGINEERING	00600033	42840	MARY GOMEZ PARK 001-1132-87600	General Fund	1,810.00
2026-06-11	BAY CITY BOILER & ENGINEERING	00600036	43085	MARY GOMEZ PARK 001-1132-87600	General Fund	1,965.21
2026-06-11	BAY CITY BOILER & ENGINEERING	00600034	42735	MARY GOMEZ PARK 001-1132-87600	General Fund	1,712.33
2026-06-11	BAY CITY BOILER & ENGINEERING	00600031	42841	MARY GOMEZ PARK 001-1132-87600	General Fund	11,667.01
				Total for Payment No.:		17,154.55

Payment No: 037350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SHUMS CODA ASSOC	00601206	12272	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	17,000.00
				Total for Payment No.:		17,000.00

Payment No: 037334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NOR-CAL OVERHEAD INC	00600981	56225148	FIRE STATION 2 SERVICE CALL	General Fund	1,420.00
2026-06-26	NOR-CAL OVERHEAD INC	00600981	56225148	FIRE STATION 2 SERVICE CALL MA	General Fund	201.88
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3080	Convention Cnt Maintenance Dis	1,673.23
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3081	Convention Cnt Maintenance Dis	1,232.08
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3082	Convention Cnt Maintenance Dis	2,664.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3080 (T	Convention Cnt Maintenance Dis	2,427.12
2026-06-26	NOR-CAL OVERHEAD INC	00600984	56222207	FIRE STATION 2 SERVICE CALL	General Fund	1,420.00
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3081 (T	Convention Cnt Maintenance Dis	1,787.21
2026-06-26	NOR-CAL OVERHEAD INC	00600982	56053889	SCCC 026-2961-87870 (I)3082 (T	Convention Cnt Maintenance Dis	3,865.29
2026-06-26	NOR-CAL OVERHEAD INC	00600984	56222207	FIRE STATION 2 SERVICE CALL MA	General Fund	201.88
				Total for Payment No.:		16,893.38

Payment No: 037132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRANITE ROCK CO #29145	00598131	2283706	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	2,163.88
2026-06-12	GRANITE ROCK CO #29145	00598131	2283706	AS-NEEDED AGGREGATE MATERIALS	Water Utility	590.15
2026-06-12	GRANITE ROCK CO #29145	00598131	2283706	AS-NEEDED AGGREGATE MATERIALS	Water Utility	590.15
2026-06-12	GRANITE ROCK CO #29145	00598131	2283706	AS-NEEDED AGGREGATE MATERIALS	Sewer Utility	590.15
2026-06-12	GRANITE ROCK CO #29145	00600199	2288155	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	613.90
2026-06-12	GRANITE ROCK CO #29145	00600199	2288155	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	613.90
2026-06-12	GRANITE ROCK CO #29145	00600199	2288155	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	613.90
2026-06-12	GRANITE ROCK CO #29145	00600199	2288155	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	2,250.98
2026-06-12	GRANITE ROCK CO #29145	00600202	2289329	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	878.36
2026-06-12	GRANITE ROCK CO #29145	00600202	2289329	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	239.54
2026-06-12	GRANITE ROCK CO #29145	00600202	2289329	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	239.54

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRANITE ROCK CO #29145	00600202	2289329	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	239.55
2026-06-12	GRANITE ROCK CO #29145	00600212	2286929	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	1,063.27
2026-06-12	GRANITE ROCK CO #29145	00600212	2286929	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	289.98
2026-06-12	GRANITE ROCK CO #29145	00600212	2286929	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	289.98
2026-06-12	GRANITE ROCK CO #29145	00600212	2286929	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	289.99
2026-06-12	GRANITE ROCK CO #29145	00600216	2284684	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	1,030.17
2026-06-12	GRANITE ROCK CO #29145	00600216	2284684	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	280.96
2026-06-12	GRANITE ROCK CO #29145	00600216	2284684	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	280.96
2026-06-12	GRANITE ROCK CO #29145	00600216	2284684	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	280.97
2026-06-12	GRANITE ROCK CO #29145	00598130	2282515	AS-NEEDED AGGREGATE MATERIALS	Water Utility	278.38
2026-06-12	GRANITE ROCK CO #29145	00598130	2282515	AS-NEEDED AGGREGATE MATERIALS	Water Utility	278.38
2026-06-12	GRANITE ROCK CO #29145	00598130	2282515	AS-NEEDED AGGREGATE MATERIALS	Sewer Utility	278.38
2026-06-12	GRANITE ROCK CO #29145	00598129	2281488	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	883.66
2026-06-12	GRANITE ROCK CO #29145	00598129	2281488	AS-NEEDED AGGREGATE MATERIALS	Water Utility	241.01
2026-06-12	GRANITE ROCK CO #29145	00598129	2281488	AS-NEEDED AGGREGATE MATERIALS	Water Utility	241.01
2026-06-12	GRANITE ROCK CO #29145	00598129	2281488	AS-NEEDED AGGREGATE MATERIALS	Sewer Utility	241.01
2026-06-12	GRANITE ROCK CO #29145	00598130	2282515	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	1,020.67
				Total for Payment No.:		16,892.78

Payment No: 037191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		16,440.02

Payment No: 734780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRAVELSCAPE LLC	00601013	1000077027	CAMPAIGN MAY2026	Deposit Funds.	16,402.40
				Total for Payment No.:		16,402.40

Payment No: 037319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LEHR	00601026	SI133085	Setina Repl Seat w/Center Pull	Vehicle Replacement Fund	1,382.06
2026-06-26	LEHR	00601026	SI133085	Setina PB450L4 Lighted Push Bu	Vehicle Replacement Fund	1,863.29
2026-06-26	LEHR	00601026	SI133085	Setina #10VS C2 RP Coated Poly	Vehicle Replacement Fund	900.04
2026-06-26	LEHR	00601026	SI133085	Setina Window Barrier Polycarb	Vehicle Replacement Fund	283.68
2026-06-26	LEHR	00601026	SI133085	Setina Dual T-Rail Mount W/2 U	Vehicle Replacement Fund	994.07
2026-06-26	LEHR	00601026	SI133085	Shipping Charges - Estimated	Vehicle Replacement Fund	238.00
2026-06-26	LEHR	00601026	SI133085	Federal Signal, 51" Valor, Red	Vehicle Replacement Fund	2,885.33
2026-06-26	LEHR	00601026	SI133085	Intermotive, Black Out Module	Vehicle Replacement Fund	620.03
2026-06-26	LEHR	00601026	SI133085	Setina, EZ Lift Dual Drawer Sy	Vehicle Replacement	6,304.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2026-06-26	LEHR	00600348	SI133083	PARTS - SHOP	Fleet Operation Fund	40.48
2026-06-26	LEHR	00600349	SI133159	PARTS - ACQ-3853	Vehicle Replacement Fund	637.80
				Total for Payment No.:		16,148.98

Payment No: 734969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WEST COAST ARBORISTS INC	00601501	1-12291	TREE PLANTINGS - MISC	Streets and Highways Capital F	12,910.91
2026-07-10	WEST COAST ARBORISTS INC	00601502	1-12290	CSC TREE PLANTING - LIST #41	Streets and Highways Capital F	3,178.56
				Total for Payment No.:		16,089.47

Payment No: 734743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MSR DESIGN	00601072	2024033-00009	Task 3: Community Engagement	General Fund	10,759.00
2026-06-26	MSR DESIGN	00601072	2024033-00009	Task 6: Development of Final P	General Fund	5,200.00
				Total for Payment No.:		15,959.00

Payment No: 000201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	SANTA CLARA LIGHTING, INC.	00598845	36940	CIRCUIT BREAKER FINDER KIT	General Fund	142.68
2026-06-11	SANTA CLARA LIGHTING, INC.	00599294	36906	NORTHSIDE LIGHTS	General Fund	14,936.65
2026-06-11	SANTA CLARA LIGHTING, INC.	00599295	36968	SUPPLIES	General Fund	148.99
2026-06-11	SANTA CLARA LIGHTING, INC.	00599297	36855	SUPPLIES	General Fund	150.36
2026-06-11	SANTA CLARA LIGHTING, INC.	00599294	36906	TARIFF FEE	General Fund	520.60
				Total for Payment No.:		15,899.28

Payment No: 037285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CSG CONSULTANTS INC	00598733	65833	LS SERVICES TO#1	General Fund	3,729.00
2026-06-26	CSG CONSULTANTS INC	00598734	66125	LS SERVICES TO#1	General Fund	7,434.00
2026-06-26	CSG CONSULTANTS INC	00601233	B260821	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	4,700.53
				Total for Payment No.:		15,863.53

Payment No: 734670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE UA844+SWB WIDEBAND UHF A	General Fund	1,057.99
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE ACTIVE DIRECTIONAL ANTEN	General Fund	1,435.53
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE QLXD4 1/2-RACK SINGL CH	General Fund	5,355.79
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE QLXD2 WRLS HANDHELD TRAN	General Fund	834.10
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE QLXD1 WIRELESS BODYPACK	General Fund	2,818.38
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE PA805SWB DIRECTNL WIDEBN	General Fund	531.19
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	GATOR 10-SP G-TOUR FLIGHT RACK	General Fund	470.83
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	K&M 26045 MIC STAND 34-62" - B	General Fund	115.22
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE 50' REVERSE SMA CABLE	General Fund	201.94
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	GATOR RKWRKS RACK DRAWER 14.2"	General Fund	156.38
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE 8-BAY SHURE BATTERY CHAR	General Fund	466.44
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	SHURE SB900C RECHARGEABL LITHI	General Fund	824.97
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	COUNTRYMAN B3 LAV MIC F/SHURE	General Fund	971.95
2026-06-26	B&H PHOTO VIDEO	00600897	244937362	COUNTRYMAN B3 LAV MIC	General Fund	583.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				F/SHURE		
				Total for Payment No.:		15,823.88

Payment No: 734682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CANON USA INC	00601140	6015721612	FY25-26 CITY	Information Technology Service	15,805.84
2026-06-26	CANON USA INC	00601140	6015721612	FY25-26 STADIUM - BRIEFING ROO	S.C.Stadium Authority Ops	3.52
				Total for Payment No.:		15,809.36

Payment No: 000210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	CINTAS CORP #630	00599893	4264244046	UNIFORMS	General Fund	111.75
2026-06-17	CINTAS CORP #630	00599894	4270486266	UNIFORMS	General Fund	125.49
2026-06-17	CINTAS CORP #630	00599895	4271363701	UNIFORMS	General Fund	167.05
2026-06-17	CINTAS CORP #630	00599896	4271040468	UNIFORMS	General Fund	138.75
2026-06-17	CINTAS CORP #630	00600704	9372172118	REFUND FOR PAST EMPLOYEE	General Fund	-10.48
2026-06-17	CINTAS CORP #630	00600705	9372172117	REFUND FOR PAST EMPLOYEE	General Fund	-5.24
				Total for Payment No.:		527.32

Payment No: 734721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	IMPARK	00600471	3700082605	MAY 2026	Convention Cnt Maintenance Dis	12,021.64
2026-06-26	IMPARK	00600471	3700082605	MAY 2026	Convention Cnt Maintenance Dis	1,624.88
2026-06-26	IMPARK	00600471	3700082605	MAY 2026	Convention Cnt Maintenance Dis	1,624.88
				Total for Payment No.:		15,271.40

Payment No: 734727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		15,248.74

Payment No: 037367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRUEPOINT SOLUTIONS, LLC	00600086	49716	Public Works - May 2026	General Fund	631.74
2026-06-26	TRUEPOINT SOLUTIONS, LLC	00600087	49718	Planning - May 2026	General Fund	2,421.64
2026-06-26	TRUEPOINT SOLUTIONS, LLC	00600088	49719	Fire - May 2026	General Fund	236.90
2026-06-26	TRUEPOINT SOLUTIONS, LLC	00600085	49714	Finance - May 2026	General Fund	621.22
2026-06-26	TRUEPOINT SOLUTIONS, LLC	00601428	49717	ADDITIONAL FUNDS PER AMENDMENT	General Government - Other	11,258.07
				Total for Payment No.:		15,169.57

Payment No: 037233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MUNICIPAL RESOURCE GROUP LLC	00600539	260525	COMMUNITY DEVELOPMENT DEPARTME	General Fund	15,000.00
				Total for Payment No.:		15,000.00

Payment No: 734383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	U.S. BANK	00600370	05/24/26-06/06/26	BIWKLY PAYROLL DED PARS B2612	Fringe Benefits	14,990.18
				Total for Payment No.:		14,990.18

Payment No: 734449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CLEARSOURCE FINANCIAL	00600595	UFC0526-452	COMPREHENSIVE COST OF SERVICES	General Fund	14,790.00
				Total for Payment No.:		14,790.00

Payment No: 734453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CRESCO EQUIPMENT RENTALS	00598880	6614890-0001	EQUIP RENTAL - CUC	Solid Waste Program	14,334.46
2026-06-18	CRESCO EQUIPMENT RENTALS	00598880	6614890-0001	TAX RECOVERY / WASTE FEE	Solid Waste Program	207.55
2026-06-18	CRESCO EQUIPMENT RENTALS	00598881	6614890-0002	HEAVY EQUIP PICKUP - CUC	Solid Waste Program	203.04
				Total for Payment No.:		14,745.05

Payment No: 734475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HERITAGE LANDSCAPE SUPPLY	00599374	0027215277-001	PVC FITTINGS	General Fund	71.48
2026-06-18	HERITAGE LANDSCAPE SUPPLY	00600633	0027100710-001	CELLULAR CARDS FOR REMOTE IRRI	General Fund	14,671.49
				Total for Payment No.:		14,742.97

Payment No: 734497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MISSION COLLEGE	00600725	20260603-004	2025 4TH OF JULY CELEBRATION	General Fund	14,296.00
				Total for Payment No.:		14,296.00

Payment No: 037356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUNTREK INDUSTRIES INC.	00600810	50598	OPERATIONS AND MAINTENANCE FOR	Water Utility	750.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600811	50599	OPERATIONS AND MAINTENANCE FOR	Water Utility	445.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600807	50596	OPERATIONS AND MAINTENANCE FOR	Water Utility	856.25
2026-06-26	SUNTREK INDUSTRIES INC.	00600808	50597	OPERATIONS AND MAINTENANCE FOR	Water Utility	856.25
2026-06-26	SUNTREK INDUSTRIES INC.	00600812	50704	OPERATIONS AND MAINTENANCE FOR	Water Utility	2,112.50
2026-06-26	SUNTREK INDUSTRIES INC.	00600803	50592	OPERATIONS AND MAINTENANCE FOR	Water Utility	950.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600818	50866	OPERATIONS AND MAINTENANCE FOR	Water Utility	245.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600821	50876	OPERATIONS AND MAINTENANCE FOR	Water Utility	445.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600817	50865	OPERATIONS AND MAINTENANCE FOR	Water Utility	245.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600819	50867	OPERATIONS AND MAINTENANCE FOR	Water Utility	367.50
2026-06-26	SUNTREK INDUSTRIES INC.	00600815	50852	OPERATIONS AND MAINTENANCE FOR	Water Utility	245.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600816	50853	OPERATIONS AND MAINTENANCE FOR	Water Utility	245.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600813	50851	OPERATIONS AND MAINTENANCE FOR	Water Utility	690.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600820	50868	OPERATIONS AND MAINTENANCE FOR	Water Utility	935.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600822	50901	OPERATIONS AND MAINTENANCE FOR	Water Utility	245.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600823	50902	OPERATIONS AND MAINTENANCE FOR	Water Utility	1,302.50
2026-06-26	SUNTREK INDUSTRIES INC.	00600824	50962	OPERATIONS AND MAINTENANCE FOR	Water Utility	445.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600825	51112	OPERATIONS AND MAINTENANCE	Water Utility	1,275.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FOR		
2026-06-26	SUNTREK INDUSTRIES INC.	00600806	50595	OPERATIONS AND MAINTENANCE FOR	Water Utility	750.00
2026-06-26	SUNTREK INDUSTRIES INC.	00600804	50594	OPERATIONS AND MAINTENANCE FOR	Water Utility	750.00
				Total for Payment No.:		14,155.00

Payment No: 037190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	BAY AREA TREE SPECIALISTS	00600516	100515886	AS NEEDED TREE TRIMMING AND TR	General Fund	4,068.11
2026-06-18	BAY AREA TREE SPECIALISTS	00600514	100515884	AS NEEDED TREE TRIMMING AND TR	General Fund	3,000.00
2026-06-18	BAY AREA TREE SPECIALISTS	00600519	100515786	ADDITIONAL FUNDING FOR TREE TR	Cemetery	715.46
2026-06-18	BAY AREA TREE SPECIALISTS	00600519	100515786	ADDITIONAL FUNDING FOR AS NEED	Cemetery	6,000.00
				Total for Payment No.:		13,783.57

Payment No: 734361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PETERSON CAT	00599250	SW080080036	LABOR - V#3253 WO#160618	Fleet Operation Fund	9,976.30
2026-06-12	PETERSON CAT	00599250	SW080080036	ENVIR - V#3253 WO#160618	Fleet Operation Fund	299.62
2026-06-12	PETERSON CAT	00599250	SW080080036	SUPPLIES - V#3253 WO#160618	Fleet Operation Fund	412.39
2026-06-12	PETERSON CAT	00599250	SW080080036	PARTS - V#3253 WO#160618	Fleet Operation Fund	2,797.11
				Total for Payment No.:		13,485.42

Payment No: 037323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		13,427.25

Payment No: 037261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WESTERN STATES OIL CO	00600672	867867	ULTRA-LOW SULFUR DIESEL AND RE	Fleet Operation Fund	3,218.73
2026-06-18	WESTERN STATES OIL CO	00600673	867869	ULTRA-LOW SULFUR DIESEL AND RE	Fleet Operation Fund	2,452.37
2026-06-18	WESTERN STATES OIL CO	00600669	867868	ULTRA-LOW SULFUR DIESEL AND RE	Fleet Operation Fund	3,372.00
2026-06-18	WESTERN STATES OIL CO	00600671	867866	ULTRA-LOW SULFUR DIESEL AND RE	Fleet Operation Fund	4,291.64
				Total for Payment No.:		13,334.74

Payment No: 037273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BAY AREA TREE SPECIALISTS	00600177	100515882	GRID PRUNING 6B	General Fund	13,328.39
				Total for Payment No.:		13,328.39

Payment No: 734747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ORCHARD COMMERCIAL, INC	00600985	OCI MF-2026-31-5	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
2026-06-26	ORCHARD COMMERCIAL, INC	00600986	OCI MF-2026-30-6	PROPERTY MANAGEMENT FOR THE SA	Convention Cnt Maintenance Dis	6,650.00
				Total for Payment No.:		13,300.00

Payment No: 734957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TMC SHOOTING RANGE SPECIALISTS	00601311	2628	Range Cleaning	General Fund	13,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		13,000.00

Payment No: 734722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	IMPEC GROUP, LLC	00600469	2605222	CENTRAL LIB	General Fund	450.00
2026-06-26	IMPEC GROUP, LLC	00600470	2605212	SCCC GLASS AWINGS	Convention Cnt Maintenance Dis	12,450.00
				Total for Payment No.:		12,900.00

Payment No: 000227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	KRISCH & COMPANY	00601012	59937	ACCOUNTING SERVICES	Deposit Funds.	12,769.00
				Total for Payment No.:		12,769.00

Payment No: 037219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599381	96463690	1231 JUV BK	General Fund	-39.33
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599382	96809199	1241/1233/1235 AD BK	General Fund	7,508.31
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599382	96809199	1231/1233/1235/1236 JUV BK	General Fund	2,249.91
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599382	96809199	1232/1235 YA BK	General Fund	1,030.72
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599383	96809200	1241/1235 AD BK	General Fund	580.37
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599383	96809200	1231/1233/1235 JUV BK	General Fund	1,048.50
2026-06-18	INGRAM LIBRARY SERVICES LLC	00599384	96809214	1241 AD BK	General Fund	298.55
				Total for Payment No.:		12,677.03

Payment No: 734881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA AIR QUALITY	00601482	T206648	ANNUAL PERMIT - RABELLO	Sewer Utility	1,665.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA AIR QUALITY	00601482	T206648	ANNUAL PERMIT - EASTSIDE	Storm Drain	1,665.00
2026-07-10	BAY AREA AIR QUALITY	00601482	T206648	ANNUAL PERMIT - GOLF COURSE	Storm Drain	1,624.00
2026-07-10	BAY AREA AIR QUALITY	00601482	T206648	ANNUAL PERMIT - LANDFILL	Solid Waste Utility-Constructi	7,640.00
				Total for Payment No.:		12,594.00

Payment No: 037357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	140.60
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	29.40
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	831.78
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	57.52
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	29.40
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	General Fund	29.40
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Library	General Fund	100.98
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	COU	General Fund	141.88
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Facilities	General Fund	168.72
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CCO	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CCO	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CAO	General Fund	99.70
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	HR	General Fund	28.12
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	388.05
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	59.22
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	73.28
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CMO wireless service	General Fund	350.54
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	87.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	General Fund	118.44
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Finance/Muni Svcs	General Fund	138.18
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Finance/Purchasing	General Fund	56.24
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Finance/Business Svcs	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Police/Stadium	General Fund	54.90
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Engineering	General Fund	28.12
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Engineering	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Engineering	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Engineering	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Engineering	General Fund	224.78
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CDD/Planning	General Fund	0.00
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CDD/Planning	General Fund	95.72
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CDD/Housing	General Fund	56.24
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Police	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Police	General Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Police	General Fund	611.94
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Police	General Fund	147.00
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Fire	General Fund	274.63
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	IT	Information Technology Service	600.03
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	Fleet Operation Fund	29.40
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Parks & Rec	Cemetery	39.48
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Water & Sewer Utilities	Sewer Utility	1,431.52
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	DPW/Street & Auto	Solid Waste Program	53.54
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Library/READ Santa Clara	Library Operating Grant Fund	14.06
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CDD/Bldg - Permits	Building New Dvlpmnt	512.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Srvc Fee	
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	222.26
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	CMO/Stadium	S.C.Stadium Authority Ops	56.24
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Order #1800612 - DPW	General Fund	3,950.96
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Order #1800675 - DPW	General Fund	910.91
2026-06-26	T-MOBILE	00601460	952058658-6/2/2026	Order #1800675 - DPW misc	General Fund	12.45
				Total for Payment No.:		12,395.99

Payment No: 037264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	A & B MECHANICAL INC.	00600972	30091	FIRE 001-7822-87600	General Fund	2,744.00
2026-06-26	A & B MECHANICAL INC.	00600972	30091	FIRE 001-7822-87600 (T)	General Fund	3,372.35
2026-06-26	A & B MECHANICAL INC.	00600971	30090	FIRE 001-7822-87600 (T)	General Fund	3,372.35
2026-06-26	A & B MECHANICAL INC.	00600971	30090	FIRE 001-7822-87600	General Fund	2,744.00
				Total for Payment No.:		12,232.70

Payment No: 734704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FREMONT FORD	00600338	465519	LABOR - V#3533 WO#161038	Fleet Operation Fund	4,277.50
2026-06-26	FREMONT FORD	00600338	465519	PARTS - V#3533 WO#161038	Fleet Operation Fund	7,688.23
				Total for Payment No.:		11,965.73

Payment No: 734270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	US POSTAL SERVICE	00599911	2947MAY2026	ADD FUNDS PERMIT PI 1400 FALL	General Fund	11,942.18
				Total for Payment No.:		11,942.18

Payment No: 734749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	OVG GLOBAL PARTNERSHIPS LLC	00601278	INV-FRM-00832	Additional funding	Convention Center Enterprise F	11,666.67
				Total for Payment No.:		11,666.67

Payment No: 037340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PENINSULA GYMNASTICS	00601029	0062	CHANGE ORDER #6 - ADDITIONAL F	General Fund	11,626.32
				Total for Payment No.:		11,626.32

Payment No: 037201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	EJ PIRES TRUCKING INC	00600696	90009796-M	AS-NEEDED HAULING SERVICES FOR	Sewer Utility	1,711.78
2026-06-18	EJ PIRES TRUCKING INC	00600696	90009796-M	AS-NEEDED HAULING SERVICES FOR	Water Utility	9,700.12
				Total for Payment No.:		11,411.90

Payment No: 037316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KIDZ LOVE SOCCER	00600906	2026MAR-12398-0014	CHANGE ORDER #4 - ADDITIONAL F	General Fund	11,319.75
				Total for Payment No.:		11,319.75

Payment No: 734505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ODYSSEY POWER CORPORATION	00600488	89006900	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600489	89008451	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600491	89008644	GENERATOR MAINTENANCE	Fleet Operation Fund	457.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SERVICES		
2026-06-18	ODYSSEY POWER CORPORATION	00600492	89009100	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600494	89009832	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600495	89010622	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600496	89010654	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600497	89010859	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600498	89010982	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600499	89011116	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600500	89011526	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600501	89013847	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600502	89013879	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600503	89014266	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600504	89017408	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600505	89023006	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600506	89024029	GENERATOR MAINTENANCE SERVICES	Fleet Operation Fund	457.00
2026-06-18	ODYSSEY POWER CORPORATION	00600507	89953972	AS NEEDED REPAIRS	Fleet Operation Fund	1,054.10
2026-06-18	ODYSSEY POWER CORPORATION	00600507	89953972	AS NEEDED REPAIRS	Fleet Operation Fund	2,421.84
				Total for Payment No.:		11,244.94

Payment No: 734792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WATERWORKS INDUSTRIES, INC	00601005	27735	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
2026-06-26	WATERWORKS INDUSTRIES, INC	00601006	32258	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
2026-06-26	WATERWORKS INDUSTRIES, INC	00601007	32521	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
2026-06-26	WATERWORKS INDUSTRIES, INC	00601008	32754	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
2026-06-26	WATERWORKS INDUSTRIES, INC	00601009	32980	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
2026-06-26	WATERWORKS INDUSTRIES, INC	00601010	12032035	FOUNTAIN REPAIR AND MAINTENANC	General Fund	1,870.00
				Total for Payment No.:		11,220.00

Payment No: 037155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PENINSULA BUILDING MATERIALS	00599118	287429	gillibrand sand	General Fund	3,230.77
2026-06-12	PENINSULA BUILDING MATERIALS	00598843	314257	SAND & DELIVERY	General Fund	7,971.69
				Total for Payment No.:		11,202.46

Payment No: 037304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HELLO HOUSING	00600940	005-2026	HH BMP ADMINISTRATION FY25/26	City Affordable Housing	9,960.00
2026-06-26	HELLO HOUSING	00600940	005-2026	HH BMP TRANSACTIONS FY25/26 &	City Affordable Housing	1,112.00
				Total for Payment No.:		11,072.00

Payment No: 037317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KNORR SYSTEMS INT'L LLC	00595167	326129	BECS CHEMICAL NONTAXABLE	General Fund	762.17
2026-06-26	KNORR SYSTEMS INT'L LLC	00595167	326129	MATERIALS	General Fund	276.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KNORR SYSTEMS INT'L LLC	00595167	326129	BECS CHEMICAL TAXABLE	General Fund	7,651.87
2026-06-26	KNORR SYSTEMS INT'L LLC	00595167	326129	SERVICES &TARRIF	General Fund	2,347.17
				Total for Payment No.:		11,038.08

Payment No: 734678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CALIF BUILDING OFFICIALS	00600344	1000713	CALBO 2026 Education Week	Building Fee Admin Retainage	500.00
2026-06-26	CALIF BUILDING OFFICIALS	00600344	1000713	CALBO 2026 Education Week	Building New Dvlpmnt Srvc Fee	4,750.00
2026-06-26	CALIF BUILDING OFFICIALS	00600345	1000714	CALBO 2026 Education Week	Building New Dvlpmnt Srvc Fee	1,400.00
2026-06-26	CALIF BUILDING OFFICIALS	00600345	1000714	CALBO 2026 Education Week	Building Fee Admin Retainage	175.00
2026-06-26	CALIF BUILDING OFFICIALS	00600345	1000714	CALBO 2026 Education Week	Building New Dvlpmnt Srvc Fee	1,050.00
2026-06-26	CALIF BUILDING OFFICIALS	00600345	1000714	CALBO 2026 Education Week	Building Fee Admin Retainage	350.00
2026-06-26	CALIF BUILDING OFFICIALS	00600346	1000715	CALBO 2026 Education Week	Building New Dvlpmnt Srvc Fee	1,225.00
2026-06-26	CALIF BUILDING OFFICIALS	00600346	1000715	CALBO 2026 Education Week	Building New Dvlpmnt Srvc Fee	1,050.00
2026-06-26	CALIF BUILDING OFFICIALS	00600346	1000715	CALBO 2026 Education Week	Building Fee Admin Retainage	525.00
				Total for Payment No.:		11,025.00

Payment No: 734645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FIDUCIARY CONSULTING GROUP	00599982	11294426097	Def Comp Consulting Svcs	General Fund	10,750.00
				Total for Payment No.:		10,750.00

Payment No: 734382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	TRAVELSCAPE LLC	00600241	1000072006	EXPEDIA CAMPAIGN APR2026	Deposit Funds.	10,624.74
				Total for Payment No.:		10,624.74

Payment No: 037398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	PERS ADVANCE DISABILITY PENSIO	Workers Compensation	10,525.78
				Total for Payment No.:		10,525.78

Payment No: 734437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ANTHONY MEDEIROS	00600726	43499JUN2026	REFUND OF CEF26-0006	General Fund	10,500.00
				Total for Payment No.:		10,500.00

Payment No: 037297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRAINGER-SAN JOSE	00600059	9935671298	KNIT WORK GLOVES	General Fund	169.50
2026-06-26	GRAINGER-SAN JOSE	00600341	9930845376	PARTS - V#3156	Fleet Operation Fund	520.53
2026-06-26	GRAINGER-SAN JOSE	00600342	9937401041	PARTS - STOCK	Fleet Operation Fund	195.24
2026-06-26	GRAINGER-SAN JOSE	00600343	9938801645	PARTS - V#2899	Fleet Operation Fund	32.57
2026-06-26	GRAINGER-SAN JOSE	00601406	9940750194	EARMUFF SLOTTED FOR FULL BRIM	Water Utility	1,547.04
2026-06-26	GRAINGER-SAN JOSE	00600330	9945808641	MATERIALS - STREET	General Fund	576.35
2026-06-26	GRAINGER-SAN JOSE	00600172	9940703557	MATERIALS - STREET	General Fund	1,173.71
2026-06-26	GRAINGER-SAN JOSE	00600185	9940448971	MATERIALS - STREET	General Fund	175.27
2026-06-26	GRAINGER-SAN JOSE	00600366	9940256432	MATERIALS - STREET	General Fund	315.54
2026-06-26	GRAINGER-SAN JOSE	00600463	9939649209	SUPPLIES	General Fund	61.20
2026-06-26	GRAINGER-SAN JOSE	00600464	9939649191	SUPPLIES	General Fund	29.94
2026-06-26	GRAINGER-SAN JOSE	00600465	9941724693	CENTRAL LIB	General Fund	258.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRAINGER-SAN JOSE	00600466	9941724685	SUPPLIES	General Fund	49.25
2026-06-26	GRAINGER-SAN JOSE	00600467	9945481647	SUPPLIES	General Fund	38.34
2026-06-26	GRAINGER-SAN JOSE	00600468	9946306512	SUPPLIES	General Fund	48.29
2026-06-26	GRAINGER-SAN JOSE	00600462	9847238756	SUPPLIES	General Fund	230.36
2026-06-26	GRAINGER-SAN JOSE	00600195	9938966497	ADA RESTROOM SIGN	General Fund	54.79
2026-06-26	GRAINGER-SAN JOSE	00600196	9935675364	WORK GLOVES	General Fund	2,493.76
2026-06-26	GRAINGER-SAN JOSE	00600198	9937162676	HEDGE SHEARS	General Fund	107.52
				Total for Payment No.:		8,077.52

Payment No: 734470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FREMONT FORD	00599486	464691	LABOR - V#3475 WO#160886	Fleet Operation Fund	4,130.00
2026-06-18	FREMONT FORD	00599486	464691	PARTS - V#3475 WO#160886	Fleet Operation Fund	6,339.07
				Total for Payment No.:		10,469.07

Payment No: 000235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	TRUE BLUE AUTOMATION SERVICES	00600941	1896	AS NEEDED ELECTRICAL SERVICES	Sewer Utility	10,400.00
				Total for Payment No.:		10,400.00

Payment No: 037438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STAPLES ADVANTAGE	00601724	7010107866-ENG	OFFICE SUPPLIES	General Fund	145.44
2026-07-10	STAPLES ADVANTAGE	00601724	7010107866-ENG	OFFICE SUPPLIES	General Fund	145.44
2026-07-10	STAPLES ADVANTAGE	00601724	7010107866-ENG	OFFICE SUPPLIES	General Fund	145.45
2026-07-10	STAPLES ADVANTAGE	00601725	7010107866-FIRE	OFFICE SUPPLIES	General Fund	38.97
2026-07-10	STAPLES ADVANTAGE	00601726	7010107866-HCS	OFFICE SUPPLIES	General Fund	51.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STAPLES ADVANTAGE	00601727	7010107866-HR	OFFICE SUPPLIES	General Fund	187.84
2026-07-10	STAPLES ADVANTAGE	00601728	7010107866-LIBRARY	OFFICE SUPPLIES	Library Operating Grant Fund	1,359.45
2026-07-10	STAPLES ADVANTAGE	00601729	7010107866-MUNISVC	OFFICE SUPPLIES	General Fund	418.59
2026-07-10	STAPLES ADVANTAGE	00601730	7010107866-PARKCH	OFFICE SUPPLIES	General Fund	333.72
2026-07-10	STAPLES ADVANTAGE	00601731	7010107866-PARK CRC	OFFICE SUPPLIES	General Fund	782.86
2026-07-10	STAPLES ADVANTAGE	00601732	7010107866-PARK YAC	OFFICE SUPPLIES	General Fund	233.61
2026-07-10	STAPLES ADVANTAGE	00601733	7010107866-PLANNING	OFFICE SUPPLIES	General Fund	176.29
2026-07-10	STAPLES ADVANTAGE	00601733	7010107866-PLANNING	OFFICE SUPPLIES	General Fund	18.78
2026-07-10	STAPLES ADVANTAGE	00601733	7010107866-PLANNING	OFFICE SUPPLIES	General Fund	8.18
2026-07-10	STAPLES ADVANTAGE	00601733	7010107866-PLANNING	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	15.19
2026-07-10	STAPLES ADVANTAGE	00601734	7010107866-POLICEDET	OFFICE SUPPLIES	General Fund	172.93
2026-07-10	STAPLES ADVANTAGE	00601717	7010107866-BLDGMTCE	OFFICE SUPPLIES	General Fund	118.01
2026-07-10	STAPLES ADVANTAGE	00601718	7010107866-CEMETERY	OFFICE SUPPLIES	Cemetery	113.24
2026-07-10	STAPLES ADVANTAGE	00601719	7010107866-CITYATTY	OFFICE SUPPLIES	General Fund	180.02
2026-07-10	STAPLES ADVANTAGE	00601720	7010107866-CITYCLERK	OFFICE SUPPLIES	General Fund	190.80
2026-07-10	STAPLES ADVANTAGE	00601735	7010107866-SRCTR	OFFICE SUPPLIES	General Fund	26.92
2026-07-10	STAPLES ADVANTAGE	00601745	7010268075-FIRE	OFFICE SUPPLIES	General Fund	38.75
2026-07-10	STAPLES ADVANTAGE	00601745	7010268075-FIRE	OFFICE SUPPLIES	General Fund	79.81
2026-07-10	STAPLES ADVANTAGE	00601745	7010268075-FIRE	OFFICE SUPPLIES	General Fund	59.79
2026-07-10	STAPLES ADVANTAGE	00601746	7010268075-HCS	OFFICE SUPPLIES	General Fund	39.42
2026-07-10	STAPLES ADVANTAGE	00601747	7010268075-HR	OFFICE SUPPLIES	General Fund	451.27
2026-07-10	STAPLES ADVANTAGE	00601748	7010268075-LIBRARY	OFFICE SUPPLIES	General Fund	370.47
2026-07-10	STAPLES ADVANTAGE	00601748	7010268075-LIBRARY	OFFICE SUPPLIES	Library Operating Grant Fund	258.30
2026-07-10	STAPLES ADVANTAGE	00601749	7010268075-PARKCH	OFFICE SUPPLIES	General Fund	59.41
2026-07-10	STAPLES ADVANTAGE	00601750	7010268075-SRCTR	OFFICE SUPPLIES	General Fund	417.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STAPLES ADVANTAGE	00601738	7010268075-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	78.08
2026-07-10	STAPLES ADVANTAGE	00601738	7010268075-AUTO	OFFICE SUPPLIES	General Fund	143.91
2026-07-10	STAPLES ADVANTAGE	00601739	7010268075-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	172.27
2026-07-10	STAPLES ADVANTAGE	00601740	7010268075-CITYATTY	OFFICE SUPPLIES	General Fund	52.55
2026-07-10	STAPLES ADVANTAGE	00601741	7010268075-CMO	OFFICE SUPPLIES	General Fund	59.79
				Total for Payment No.:		7,144.36

Payment No: 734668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	APPLIED LANDSCAPE MATERIALS,	00600852	17233	AS-NEEDED MULCH & BLOWN-IN ENG	General Fund	2,853.50
2026-06-26	APPLIED LANDSCAPE MATERIALS,	00600852	17233	AS-NEEDED MULCH & BLOWN-IN ENG	General Fund	3,395.00
2026-06-26	APPLIED LANDSCAPE MATERIALS,	00601157	17265	AS-NEEDED MULCH & BLOWN-IN ENG	General Fund	1,854.78
2026-06-26	APPLIED LANDSCAPE MATERIALS,	00601157	17265	AS-NEEDED MULCH & BLOWN-IN ENG	General Fund	2,206.75
				Total for Payment No.:		10,310.03

Payment No: 037160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SCOTT'S PPE RECON INC	00599054	40663B	TAXABLE BELT LOOPS	General Fund	9,054.38
2026-06-12	SCOTT'S PPE RECON INC	00599054	40663B	NONTAXABLE BELT LOOPS PANT REP	General Fund	1,250.00
				Total for Payment No.:		10,304.38

Payment No: 734452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	COUNTY OF SANTA CLARA	00599494	CEP2027-1	FY26-27 COMPOSTING EDU PROG	Solid Waste Program	10,199.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		10,199.18

Payment No: 037240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	OVERDRIVE INC	00599385	CD0091026176960	1241 AD EBK	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SAN MATEO COUNTY CONVENTION AND	00600589	120	LONELY PLANET COLLAB (FIFA)	Deposit Funds.	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SPECIAL OLYMPICS NORTHERN	00600007	41923MAY2026	SPECIAL OLYMPICS NORTHERN CA	General Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 734506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	OLIVEIRA FENCE INC	00600714	26-26	REPAIR & FURNISH FENCE AT MISS	Cemetery	9,950.00
				Total for Payment No.:		9,950.00

Payment No: 734286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AIDENS QUALITY PAINTING INC	00600166	1550	HISTORICAL HOUSES	Public Buildings	9,880.00
				Total for Payment No.:		9,880.00

Payment No: 734432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		9,873.50

Payment No: 037434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	PERS ADVANCE DISABILITY PENSIO	Workers Compensation	9,815.31
				Total for Payment No.:		9,815.31

Payment No: 037189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	BARONFELD CONSULTING GROUP LLC	00600590	1060	PROACTIVE OUTREACH MAY 2026	Deposit Funds.	4,810.00
2026-06-18	BARONFELD CONSULTING GROUP LLC	00600591	1061	PROACTIVE OUTREACH JUN 2026	Deposit Funds.	4,810.00
				Total for Payment No.:		9,620.00

Payment No: 734766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SEAN MENDELSON	00600923	4 2026	CHANGE ORDER #8: ADDITIONAL FU	General Fund	9,615.10
				Total for Payment No.:		9,615.10

Payment No: 037192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CARL WARREN & COMPANY	00600707	CWC-2065413	ADDITIONAL FUNDS PER AMENDMENT	Special Liability Insurance	9,500.00
				Total for Payment No.:		9,500.00

Payment No: 037222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KIMLEY-HORN AND ASSOC INC	00600635	35796957	SANTA CLARA VISION ZERO PLAN (	Streets and Highways Capital F	7,545.97
2026-06-18	KIMLEY-HORN AND ASSOC INC	00600635	35796957	CONTINGENCY	Streets and Highways Capital F	1,886.49
				Total for Payment No.:		9,432.46

Payment No: 734716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00599956	0027372304-001	TOOLS & ACCESSORIES	General Fund	189.57
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600057	0027440283-001	PVC FITTINGS	General Fund	464.32
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600064	0027431832-001	UTILITY MARKING PAINT	General Fund	2,948.06
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600066	0027428285-001	PVC FITTINGS	General Fund	171.92
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600010	0027395944-001	PVC FITTINGS	General Fund	411.02
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600170	0027355531-001	MATERIALS - STREET	General Fund	95.55
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600192	0027318682-002	MATERIALS - STREET	General Fund	33.28
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600404	0024844283-003	MATERIALS - STREET	General Fund	2,178.14
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600168	0027318682-001	MATERIALS - STREET	General Fund	349.90
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600232	0027521547-001	BRASS VALVE FITTINGS	General Fund	2,318.01
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600237	0027520738-001	WATER PRESSURE TEST GAUGE	General Fund	17.42
2026-06-26	HERITAGE LANDSCAPE SUPPLY	00600238	0027520985-001	VARIOUS TOOLS	General Fund	155.89
				Total for Payment No.:		9,333.08

Payment No: 037380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AFSCME COUNCIL 57	00601854	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	9,212.10
				Total for Payment No.:		9,212.10

Payment No: 734922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MDN COACHING & CONSULTING	00598115	008	Leadership Advisory Support	Police Operating Grant Fund	7,800.00
2026-07-10	MDN COACHING & CONSULTING	00598116	E03	Travel Expenses	Police Operating Grant Fund	1,323.07
				Total for Payment No.:		9,123.07

Payment No: 734291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AMETRON A/V	00600191	60726	CLEARCOM CZ-BS410	General Fund	4,824.60
2026-06-12	AMETRON A/V	00600191	60726	CLEARCOM CZ-WH410	General Fund	3,483.47
2026-06-12	AMETRON A/V	00600191	60726	CLEARCOM CZ-AC50-US	General Fund	761.67
2026-06-12	AMETRON A/V	00600191	60726	FREIGHT	General Fund	35.00
				Total for Payment No.:		9,104.74

Payment No: 734724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INTRALINKS, INC.	00601264	INV03025501	VIRTUAL DATA ROOM - 512 MEGABY	General Fund	8,999.00
				Total for Payment No.:		8,999.00

Payment No: 734782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TRUE NORTH COMPLIANCE SERVICES INC	00601209	26-05-053	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	8,963.66
				Total for Payment No.:		8,963.66

Payment No: 734385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ULINE	00600187	205677680A	MESSAGE CENTER SIGN - LARGE	General Fund	2,346.19
2026-06-12	ULINE	00600187	205677680A	TRAIL SIGN WITH POST	General Fund	6,383.81

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ULINE	00600187	205677680A	SHIPPING/HANDLING	General Fund	210.94
				Total for Payment No.:		8,940.94

Payment No: 734591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SAFE MOVES	00601145	42A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	500.00
2026-06-26	SAFE MOVES	00601145	42A	2025/26 OTS GRANT - AMENDMENT	Streets and Highways Capital F	8,400.00
				Total for Payment No.:		8,900.00

Payment No: 734381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-12	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-12	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		8,850.00

Payment No: 037176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00599249	J05776	PARTS - V#3282 WO#159381	Fleet Operation Fund	5,940.55
2026-06-12	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00599249	J05776	LABOR - V#3282 WO#159381	Fleet Operation Fund	2,058.19
2026-06-12	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00599249	J05776	SUBLET - V#3282 WO#159381	Fleet Operation Fund	638.65
2026-06-12	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00599249	J05776	CONSUMABLES - V#3282 WO#159381	Fleet Operation Fund	125.16
2026-06-12	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00599249	J05776	ENVIR - V#3282 WO#159381	Fleet Operation Fund	75.09
				Total for Payment No.:		8,837.64

Payment No: 734310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CLASSIC GRAPHICS	00599158	52576	LABOR - V#3838 WO#160760	Vehicle Replacement Fund	1,692.17
2026-06-12	CLASSIC GRAPHICS	00599158	52576	PARTS - V#3838 WO#160760	Vehicle Replacement Fund	6,996.64
				Total for Payment No.:		8,688.81

Payment No: 734325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	FERGUSON ENTERPRISES LLC	00600292	1923820	ELBOW, SJ COPPER, 90 DEGREES,	Water Utility	599.24
2026-06-12	FERGUSON ENTERPRISES LLC	00600292	1923820	STOP, ANGLE BALL VALVE, 1IN FO	Water Utility	3,102.41
2026-06-12	FERGUSON ENTERPRISES LLC	00600292	1923820	VALVE, 2IN, BLOW OFF KUPFERLE	Water Utility	3,841.25
2026-06-12	FERGUSON ENTERPRISES LLC	00600292	1923820	FLANGE, METER, BRASS, 1-1/2IN	Water Utility	1,033.23
				Total for Payment No.:		8,576.13

Payment No: 037140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	KIMBERLY DAVEY	00599918	B-050626	CHANGE ORDER #7: ADDITIONAL FU	General Fund	8,529.30
				Total for Payment No.:		8,529.30

Payment No: 734859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA DEPT OF TRANSPORTATION	00597345	SL260632	SGNLS & LGHTNG MNTNC JAN-MAR26	General Fund	8,521.30
				Total for Payment No.:		8,521.30

Payment No: 734770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STANFORD UNIVERSITY	00600107	LGSI2026-018	Tuition for the Local Governan	Building New Dvlpmnt Srvc Fee	8,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8,500.00

Payment No: 037444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	VALUE LINE PUBLISHING LLC	00601613	KF-716951-267	1241 AD DB	General Fund	8,450.00
				Total for Payment No.:		8,450.00

Payment No: 037179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ZO AGENCY	00599925	4339	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	1,192.85
2026-06-12	ZO AGENCY	00599925	4339	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	106.16
2026-06-12	ZO AGENCY	00599926	4348	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	5,196.66
2026-06-12	ZO AGENCY	00599926	4348	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	196.91
2026-06-12	ZO AGENCY	00599926	4348	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	-393.57
2026-06-12	ZO AGENCY	00600029	4375	ADDITIONAL FUNDING	General Fund	2,145.83
				Total for Payment No.:		8,444.84

Payment No: 734905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GILBANE BUILDING CO	00585267	802OCT2025B	Tech fee - PC BDIV & Permit	General Fund	4.70
2026-07-10	GILBANE BUILDING CO	00585269	802OCT2025C	Tech fee - PC BDIV & Permit	General Fund	8,027.26
2026-07-10	GILBANE BUILDING CO	00585260	802OCT2025	Tech fee - PC BDIV & Permit	General Fund	375.75
2026-07-10	GILBANE BUILDING CO	00585266	802OCT2025A	Tech fee - PC BDIV & Permit	General Fund	4.70
2026-07-10	GILBANE BUILDING CO	00585272	802OCT2025D	Tech fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		8,417.11

Payment No: 734355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NATIONAL BUSINESS FURNITURE	00600320	MK626727-NAI	ITEM #51076 - STACK CHAIR WITH	General Fund	6,909.09
2026-06-12	NATIONAL BUSINESS FURNITURE	00600320	MK626727-NAI	SHIPPING	General Fund	1,168.20
2026-06-12	NATIONAL BUSINESS FURNITURE	00600322	MK626727-FLS	ITEM #92194 - STACK CHAIR TRUC	General Fund	254.44
2026-06-12	NATIONAL BUSINESS FURNITURE	00600322	MK626727-FLS	SHIPPING	General Fund	83.65
				Total for Payment No.:		8,415.38

Payment No: 037283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	General Fund	206.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	General Fund	36.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	Sewer Utility	98.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	Water Utility	996.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination (Audio)	Water Utility	18.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination (Audio)	Sewer Utility	18.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	General Fund	180.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600095	91219930	Physical Examination	Solid Waste Program	150.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600105	90796798	Physical Examination	General Fund	1,124.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600106	90797228	Physical Examination	Fleet Operation Fund	98.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600142	91057941	Physical Examination	Water Utility	258.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600142	91057941	Physical Examination (Audio)	Water Utility	18.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600142	91057941	Physical Examination (Audio)	Sewer Utility	18.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600142	91057941	Physical Examination	General Fund	3,440.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600142	91057941	Physical Examination	General Fund	144.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600143	90969496	Physical Examination	General Fund	196.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600143	90969496	Physical Examination	General Fund	108.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600144	90883931	Physical Examination	General Fund	206.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CONCENTRA MEDICAL CENTERS	00600144	90883931	Physical Examination	Sewer Utility	98.00
2026-06-26	CONCENTRA MEDICAL CENTERS	00600144	90883931	Physical Examination	General Fund	536.00
				Total for Payment No.:		7,946.00

Payment No: 734312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CORE & MAIN LP	00600289	Z001522	BLUE LUBE GLP32 WHITLAM 1 QT	Water Utility	109.53
2026-06-12	CORE & MAIN LP	00600289	Z001522	COUPLING, SJ COPPER SLEEVE 1IN	Water Utility	18.93
2026-06-12	CORE & MAIN LP	00600289	Z001522	WATER LINE BURRIED NON DETECT	Water Utility	80.23
				Total for Payment No.:		208.69

Payment No: 000237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	ZORO TOOLS INC.	00600067	INV19223295	HI VIS JACKETS	General Fund	542.55
2026-06-25	ZORO TOOLS INC.	00600429	INV19249377	RUBBER BOOTS	General Fund	385.20
2026-06-25	ZORO TOOLS INC.	00600430	INV19244725	CLEANER/ RUBBER GLOVES	General Fund	1,280.52
2026-06-25	ZORO TOOLS INC.	00600431	INV19246639	MAGNUM GATOR LINE	General Fund	414.42
2026-06-25	ZORO TOOLS INC.	00600432	INV19246268	EDGE TRIMMER LINE	General Fund	255.21
2026-06-25	ZORO TOOLS INC.	00600201	INV19230208	PAPER TOWELS	General Fund	1,294.48
2026-06-25	ZORO TOOLS INC.	00600203	INV19230948	RESTROOM ACCESSORIES	General Fund	2,042.62
2026-06-25	ZORO TOOLS INC.	00600204	INV19229352	TOILET PAPER	General Fund	1,566.37
2026-06-25	ZORO TOOLS INC.	00600205	INV19234127	HI VIS JACKETS	General Fund	587.55
				Total for Payment No.:		8,368.92

Payment No: 734904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	PERS ADVANCE DISABILITY	Workers Compensation	8,346.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				PENSIO		
				Total for Payment No.:		8,346.53

Payment No: 037338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PAN ASIAN PUBLICATIONS (USA) INC	00599952	U-18641	1241 AD BK	General Fund	1,879.37
2026-06-26	PAN ASIAN PUBLICATIONS (USA) INC	00599953	U-18643	1241 AD BK	General Fund	1,711.55
2026-06-26	PAN ASIAN PUBLICATIONS (USA) INC	00599954	U-18644	1231 JUV BK	General Fund	2,606.18
2026-06-26	PAN ASIAN PUBLICATIONS (USA) INC	00599951	U-18640	1241 AD BK	General Fund	2,015.72
				Total for Payment No.:		8,212.82

Payment No: 037414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRANITE CONSTRUCTION CO	00600756	3232022	ACGRINDINGS	General Fund	250.00
2026-07-10	GRANITE CONSTRUCTION CO	00601495	3230551	ENERGY SURCHARGE	General Fund	33.85
2026-07-10	GRANITE CONSTRUCTION CO	00601494	3232999	MATERIALS - STREET	General Fund	2,150.43
2026-07-10	GRANITE CONSTRUCTION CO	00600758	3235243	MATERIALS - STREET	General Fund	1,343.50
2026-07-10	GRANITE CONSTRUCTION CO	00600758	3235243	ENVIRONMENTAL FEE	General Fund	49.39
2026-07-10	GRANITE CONSTRUCTION CO	00600758	3235243	ENERGY SURCHARGE	General Fund	75.21
2026-07-10	GRANITE CONSTRUCTION CO	00600756	3232022	MATERIALS - STREET	General Fund	486.51
2026-07-10	GRANITE CONSTRUCTION CO	00600756	3232022	ENVIRONMENTAL FEE	General Fund	16.46
2026-07-10	GRANITE CONSTRUCTION CO	00600756	3232022	ENERGY SURCHARGE	General Fund	27.24
2026-07-10	GRANITE CONSTRUCTION CO	00600753	3231713	MATERIALS - STREET	General Fund	1,071.51
2026-07-10	GRANITE CONSTRUCTION CO	00600753	3231713	ENVIRONMENTAL FEE	General Fund	16.46
2026-07-10	GRANITE CONSTRUCTION CO	00600753	3231713	ENERGY SURCHARGE	General Fund	60.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRANITE CONSTRUCTION CO	00601325	3238958	ACGRINDINGS	General Fund	250.00
2026-07-10	GRANITE CONSTRUCTION CO	00601326	3238957	MATERIALS - STREET	General Fund	934.68
2026-07-10	GRANITE CONSTRUCTION CO	00601326	3238957	ENVIRONMENTAL FEE	General Fund	32.93
2026-07-10	GRANITE CONSTRUCTION CO	00601326	3238957	ENERGY SURCHARGE	General Fund	52.33
2026-07-10	GRANITE CONSTRUCTION CO	00601327	3237012	MATERIALS - STREET	General Fund	537.61
2026-07-10	GRANITE CONSTRUCTION CO	00601327	3237012	ENVIRONMENTAL FEE	General Fund	16.46
2026-07-10	GRANITE CONSTRUCTION CO	00601327	3237012	ENERGY SURCHARGE	General Fund	30.09
2026-07-10	GRANITE CONSTRUCTION CO	00601494	3232999	ENERGY SURCHRAGE	General Fund	120.38
2026-07-10	GRANITE CONSTRUCTION CO	00601495	3230551	MATERIALS - STREET	General Fund	604.68
2026-07-10	GRANITE CONSTRUCTION CO	00601495	3230551	ENVIRONMENTAL FEE	General Fund	16.46
2026-07-10	GRANITE CONSTRUCTION CO	00601494	3232999	ENVIRONMENTAL FEE	General Fund	32.93
				Total for Payment No.:		8,209.71

Payment No: 734442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CA PARK AND RECREATION SOCIETY, INC.	00600538	CPSI 2026	CERTIFIED PLAYGROUND SAFETY IN	General Fund	900.00
2026-06-18	CA PARK AND RECREATION SOCIETY, INC.	00600538	CPSI 2026	CPSI - PARKS	General Fund	7,200.00
				Total for Payment No.:		8,100.00

Payment No: 037208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRAINGER-SAN JOSE	00599488	9916231864	PARTS - SHOP	Fleet Operation Fund	1,671.50
2026-06-18	GRAINGER-SAN JOSE	00599491	9923082920	PARTS - SHOP	Fleet Operation Fund	37.12
2026-06-18	GRAINGER-SAN JOSE	00599492	9925395148	PARTS - SHOP	Fleet Operation Fund	62.17
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	Silicone Sealant DOWSIL : 732,	Water Utility	223.25
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	TAPE - ABRASIVE, METAL CLOTH,	Water Utility	354.55

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	GLASSES, CLEAR LENS, BLACK FRA	Water Utility	268.14
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	HAND SOAP, PURELL ANTIBACTERIA	Water Utility	259.36
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	524.21
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	524.21
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	262.10
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	1,784.56
2026-06-18	GRAINGER-SAN JOSE	00600638	9873103296	SOLDER, LOW TEMP SILVER BEARIN	Water Utility	642.92
2026-06-18	GRAINGER-SAN JOSE	00598874	9920894582	MATERIALS - STREET	General Fund	1,180.07
2026-06-18	GRAINGER-SAN JOSE	00599272	9919562927	MATERIALS - STREET	General Fund	301.89
				Total for Payment No.:		8,096.05

Payment No: 000218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	ZORO TOOLS INC.	00599782	INV19184776	HAND TOOLS	General Fund	270.85
2026-06-17	ZORO TOOLS INC.	00599437	INV18438092	DRINKING FOUNTAIN BTLE FILLER	General Fund	4,006.21
2026-06-17	ZORO TOOLS INC.	00599490	INV19168302	HAND TOOLS	General Fund	399.00
2026-06-17	ZORO TOOLS INC.	00599487	INV19173048	PAPER TOWELS	General Fund	1,294.48
2026-06-17	ZORO TOOLS INC.	00599489	INV19173342	VARIOUS TOOL/ PAPER PRODUCTS	General Fund	2,016.62
				Total for Payment No.:		7,987.16

Payment No: 734379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	THE BRIEFING ROOM LLC	00598925	1661	Law Enforcement Training	General Fund	7,868.24
				Total for Payment No.:		7,868.24

Payment No: 037396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BLACK & VEATCH MANAGEMENT CONSULTING LLC	00601574	6717870	CONSULTING	Water Utility Construction	3,531.77
2026-07-10	BLACK & VEATCH MANAGEMENT CONSULTING LLC	00601574	6717870	CONSULTING	Water Utility Construction	3,531.77
2026-07-10	BLACK & VEATCH MANAGEMENT CONSULTING LLC	00601574	6717870	CONSULTING	Water Recycling Program	784.84
				Total for Payment No.:		7,848.38

Payment No: 734321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	EDELMAN CORP	00598829	256116	Upgrade 5.7 to 5.13 - Genetec	General Fund	7,770.00
				Total for Payment No.:		7,770.00

Payment No: 734329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRANICUS LLC	00599966	227819	CUSTOM CONTRACTS APR2026	Deposit Funds.	1,255.34
2026-06-12	GRANICUS LLC	00600003	229424	SUBSCRIPTION FEE MAY 2026	Deposit Funds.	1,255.34
2026-06-12	GRANICUS LLC	00600004	226592	BOOK DIRECT	Deposit Funds.	5,250.00
				Total for Payment No.:		7,760.68

Payment No: 037315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JOYFUL MELODIES CORP	00600925	330528 4186	CHANGE ORDER #7: ADDITIONAL FU	General Fund	7,756.00
				Total for Payment No.:		7,756.00

Payment No: 037209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRANITE CONSTRUCTION CO	00599690	3225837	MATERIALS - STREET	General Fund	3,383.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRANITE CONSTRUCTION CO	00599690	3225837	ENVIRONMENTAL FEE	General Fund	32.93
2026-06-18	GRANITE CONSTRUCTION CO	00599690	3225837	ENERGY SURCHARGE	General Fund	192.87
2026-06-18	GRANITE CONSTRUCTION CO	00599775	3221669	MATERIALS - STREET	General Fund	354.50
2026-06-18	GRANITE CONSTRUCTION CO	00599775	3221669	ENVIRONMENTAL FEE	General Fund	16.46
2026-06-18	GRANITE CONSTRUCTION CO	00599775	3221669	ENERGY SURCHARGE	General Fund	20.20
2026-06-18	GRANITE CONSTRUCTION CO	00599778	3221670	MATERIALS - STREET	General Fund	2,391.81
2026-06-18	GRANITE CONSTRUCTION CO	00599778	3221670	ENVIRONMENTAL FEE	General Fund	32.93
2026-06-18	GRANITE CONSTRUCTION CO	00599778	3221670	ENERGY SURCHARGE	General Fund	120.71
2026-06-18	GRANITE CONSTRUCTION CO	00599690	3225837	LABOR	General Fund	500.00
2026-06-18	GRANITE CONSTRUCTION CO	00599377	3180078	MATERIALS - STREET	General Fund	656.26
2026-06-18	GRANITE CONSTRUCTION CO	00599377	3180078	ENVIRONMENTAL FEE	General Fund	16.46
2026-06-18	GRANITE CONSTRUCTION CO	00599377	3180078	ENERGY SURCHARGE	General Fund	36.52
				Total for Payment No.:		7,754.87

Payment No: 037422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LEHR	00601152	SI133590	PARTS - SVAC7	Fleet Operation Fund	357.43
2026-07-10	LEHR	00601220	SI133592	PARTS - V3284	Fleet Operation Fund	737.52
2026-07-10	LEHR	00601306	SI133310	PARTS - VACQ-FI	General Fund	6,637.68
				Total for Payment No.:		7,732.63

Payment No: 734779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TOWNSEND PUBLIC AFFAIRS INC	00601283	25447	CHANGE ORDER 2: 2026 FUNDS	General Fund	7,725.00
				Total for Payment No.:		7,725.00

Payment No: 037173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WALLACE ROBERTS & TODD LLC	00599965	0000064	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	2,953.13
2026-06-12	WALLACE ROBERTS & TODD LLC	00599964	0000063	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	4,746.89
				Total for Payment No.:		7,700.02

Payment No: 037360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	THERMAL MECHANICAL INC	00600992	95417	TRITON 538-2222-80300 (P)6140	Public Buildings	630.00
2026-06-26	THERMAL MECHANICAL INC	00600993	95416	PD 001-7745-87600 (I)6678	General Fund	3,699.75
2026-06-26	THERMAL MECHANICAL INC	00601042	95461	PD 001-7745-87600 (I)6678	General Fund	3,258.00
2026-06-26	THERMAL MECHANICAL INC	00601042	95461	PD (T) 001-7745-87600 (I)6678	General Fund	6.38
				Total for Payment No.:		7,594.13

Payment No: 037331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MT TIRE SERVICE, LLC	00600843	39561	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600846	39597	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600847	39596	TIRES	Fleet Operation Fund	1,404.71
2026-06-26	MT TIRE SERVICE, LLC	00600847	39596	CA TIRE TAX	Fleet Operation Fund	1.75
2026-06-26	MT TIRE SERVICE, LLC	00600844	39555	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600845	39587	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600848	39590	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600849	39595	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600850	39711	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2026-06-26	MT TIRE SERVICE, LLC	00600851	39712	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MT TIRE SERVICE, LLC	00600943	39610	TIRES	Fleet Operation Fund	2,821.34
2026-06-26	MT TIRE SERVICE, LLC	00600943	39610	CA TIRE TAX	Fleet Operation Fund	10.50
2026-06-26	MT TIRE SERVICE, LLC	00600944	39612	TIRES	Fleet Operation Fund	327.06
2026-06-26	MT TIRE SERVICE, LLC	00600944	39612	CA TIRE TAX	Fleet Operation Fund	1.75
2026-06-26	MT TIRE SERVICE, LLC	00600945	39717	TIRES	Fleet Operation Fund	193.16
2026-06-26	MT TIRE SERVICE, LLC	00600945	39717	CA TIRE TAX	Fleet Operation Fund	1.75
2026-06-26	MT TIRE SERVICE, LLC	00601001	39611	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	155.00
2026-06-26	MT TIRE SERVICE, LLC	00601002	39664	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	125.00
2026-06-26	MT TIRE SERVICE, LLC	00601003	39718	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2026-06-26	MT TIRE SERVICE, LLC	00601004	39723	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2026-06-26	MT TIRE SERVICE, LLC	00601027	39157	ITEM 2084 CUC SERVICES	Solid Waste Program	155.00
2026-06-26	MT TIRE SERVICE, LLC	00601027	39157	ITEM 2084 CUC SERVICES	Solid Waste Program	27.44
2026-06-26	MT TIRE SERVICE, LLC	00600836	39412	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600837	39415	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600833	39366	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600834	39367	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600835	39369	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600838	39557	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600839	39558	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600840	39436	ITEM 2084 CUC SERVICES	Solid Waste Program	25.00
2026-06-26	MT TIRE SERVICE, LLC	00600841	39428	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2026-06-26	MT TIRE SERVICE, LLC	00600842	39435	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600832	39268	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600826	38520	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MT TIRE SERVICE, LLC	00600829	39260	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600830	39264	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600828	39256	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
2026-06-26	MT TIRE SERVICE, LLC	00600827	38524	ITEM 2084 CUC SERVICES	Solid Waste Program	60.00
2026-06-26	MT TIRE SERVICE, LLC	00600831	39267	ITEM 2084 CUC SERVICES	Solid Waste Program	120.00
				Total for Payment No.:		7,529.46

Payment No: 734498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MYSIDEWALK	00600552	20260522-084518325	COMMUNITY RISK REDUCTION PLUS	General Fund	7,500.00
				Total for Payment No.:		7,500.00

Payment No: 734726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600975	54073204	SCCC	Convention Cnt Maintenance Dis	4,320.00
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600976	25412920	PARKS	General Fund	637.50
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600977	25411511	PARKS	General Fund	337.50
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600978	25407511	PARKS	General Fund	445.00
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600979	25405899	TASMAN	General Fund	712.50
2026-06-26	JOHNSON CONTROLS FIRE PROTECTION LP	00600980	54086530	POLICE	General Fund	842.40
				Total for Payment No.:		7,294.90

Payment No: 734720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	IIA LIFTING SERVICES, INC.	00600997	INDI114796	MOBILE CRANE AND AERIAL EQUIPM	Fleet Operation Fund	1,679.00
2026-06-26	IIA LIFTING SERVICES, INC.	00600995	INDI114738	MOBILE CRANE AND AERIAL EQUIPM	Fleet Operation Fund	367.00
2026-06-26	IIA LIFTING SERVICES, INC.	00600996	INDI114739	MOBILE CRANE AND AERIAL EQUIPM	Fleet Operation Fund	3,041.00
2026-06-26	IIA LIFTING SERVICES, INC.	00600998	INDI114803	MOBILE CRANE AND AERIAL EQUIPM	Fleet Operation Fund	2,202.00
				Total for Payment No.:		7,289.00

Payment No: 000226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	FAST UNDERCAR SANTA CLARA	00600279	65272	PARTS - V#3122	Fleet Operation Fund	98.42
2026-06-25	FAST UNDERCAR SANTA CLARA	00600279	65272	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600281	64364	PARTS - V#3391	Fleet Operation Fund	131.21
2026-06-25	FAST UNDERCAR SANTA CLARA	00600281	64364	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600283	65274	PARTS - V#3269	Fleet Operation Fund	143.90
2026-06-25	FAST UNDERCAR SANTA CLARA	00600283	65274	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600287	65275	PARTS - V#3683	Fleet Operation Fund	145.20
2026-06-25	FAST UNDERCAR SANTA CLARA	00600287	65275	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600331	65291	PARTS - V#3424	Fleet Operation Fund	1,469.82
2026-06-25	FAST UNDERCAR SANTA CLARA	00600331	65291	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600332	65292	PARTS - V#3427	Fleet Operation Fund	1,469.82
2026-06-25	FAST UNDERCAR SANTA CLARA	00600332	65292	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600333	65293	PARTS - V#3428	Fleet Operation Fund	1,306.03
2026-06-25	FAST UNDERCAR SANTA CLARA	00600333	65293	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600334	65294	PARTS - V#3686	Fleet Operation Fund	229.38
2026-06-25	FAST UNDERCAR SANTA CLARA	00600334	65294	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600335	65295	PARTS - V#3430	Fleet Operation Fund	1,469.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	FAST UNDERCAR SANTA CLARA	00600335	65295	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600336	65573	PARTS - STOCK	Fleet Operation Fund	555.66
2026-06-25	FAST UNDERCAR SANTA CLARA	00600336	65573	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600337	66390	PARTS - V#3390	Fleet Operation Fund	228.68
2026-06-25	FAST UNDERCAR SANTA CLARA	00600440	65168	PARTS - VOIDED	Fleet Operation Fund	105.01
2026-06-25	FAST UNDERCAR SANTA CLARA	00600440	65168	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-25	FAST UNDERCAR SANTA CLARA	00600441	65273	PARTS - CREDIT 65168	Fleet Operation Fund	-105.01
2026-06-25	FAST UNDERCAR SANTA CLARA	00600441	65273	CA BATTERY FEE - CREDIT 65168	Fleet Operation Fund	-2.00
				Total for Payment No.:		7,275.94

Payment No: 037298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRANITE CONSTRUCTION CO	00600360	3231294	CSC AC GRINDINGS	General Fund	250.00
2026-06-26	GRANITE CONSTRUCTION CO	00600363	3231032	MATERIALS - STREET	General Fund	1,241.85
2026-06-26	GRANITE CONSTRUCTION CO	00600363	3231032	NON TAXABLE	General Fund	250.00
2026-06-26	GRANITE CONSTRUCTION CO	00600167	3228545	MATERIALS - STREET	General Fund	812.27
2026-06-26	GRANITE CONSTRUCTION CO	00600167	3228545	ENVIRONMENTAL FEE	General Fund	16.46
2026-06-26	GRANITE CONSTRUCTION CO	00600167	3228545	ENERGY SURCHARGE	General Fund	45.47
2026-06-26	GRANITE CONSTRUCTION CO	00600178	3227282	MATERIALS - STREET TAXABLE	General Fund	1,100.77
2026-06-26	GRANITE CONSTRUCTION CO	00600179	3227283	MATERIALS - STREET	General Fund	2,543.26
2026-06-26	GRANITE CONSTRUCTION CO	00600179	3227283	ENVIRONMENTAL FEE	General Fund	32.93
2026-06-26	GRANITE CONSTRUCTION CO	00600179	3227283	ENERGY SURCHARGE	General Fund	142.38
2026-06-26	GRANITE CONSTRUCTION CO	00600178	3227282	NON-TAX	General Fund	500.00
				Total for Payment No.:		6,935.39

Payment No: 734448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CIVITAS ADVISORS	00600597	60167	APRIL 2026 FIXED FEE	Deposit Funds.	3,000.00
2026-06-18	CIVITAS ADVISORS	00600597	60167	STANDARD OFFICE EXPENSES	Deposit Funds.	120.00
2026-06-18	CIVITAS ADVISORS	00600598	60166	JUNE 2026 FIXED FEE	Deposit Funds.	6,000.00
2026-06-18	CIVITAS ADVISORS	00600598	60166	STANDARD OFFICE EXPENSES	Deposit Funds.	240.00
2026-06-18	CIVITAS ADVISORS	00600598	60166	TRAVEL EXPENSES	Deposit Funds.	2,065.18
2026-06-18	CIVITAS ADVISORS	00600598	60166	CREDIT - START UP FEE	Deposit Funds.	-4,525.00
				Total for Payment No.:		6,900.18

Payment No: 000196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	KRISCH & COMPANY	00599907	59793	APR2026 ACCT SERVICES	Deposit Funds.	6,837.25
				Total for Payment No.:		6,837.25

Payment No: 734298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T CALNET	00599191	000025293410	IT MISC ANALOG LANDLINES	Information Technology Service	6,514.54
2026-06-12	AT&T CALNET	00599191	000025293410	CONVENTION CENTER ANALOG	Convention Cnt Maintenance Dis	95.79
2026-06-12	AT&T CALNET	00599191	000025293410	STREET DEPT AUTO DIALER	Solid Waste Utility-Constructi	32.45
				Total for Payment No.:		6,642.78

Payment No: 734360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PACIFIC COAST PETROLEUM INC.	00599248	172255	FUEL - STOCK	Fleet Operation Fund	6,627.69
				Total for Payment No.:		6,627.69

Payment No: 734530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SIXTY-3 TRUCKING, INC.	00600517	28529	HIGH-SIDE DUMP TRUCK HAULING S	Solid Waste Program	3,294.00
2026-06-18	SIXTY-3 TRUCKING, INC.	00600518	28530	HIGH-SIDE DUMP TRUCK HAULING S	Solid Waste Program	3,294.00
				Total for Payment No.:		6,588.00

Payment No: 734696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DANCE EQUIPMENT INTERNATIONAL	00600946	7167	MATLAY DANCE FLOORING FOR CRC	General Fund	5,119.47
2026-06-26	DANCE EQUIPMENT INTERNATIONAL	00600946	7167	SHIPPING & HANDLING	General Fund	1,424.74
				Total for Payment No.:		6,544.21

Payment No: 037351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SOUTH BAY YOUTH SPORTS	00600920	66340	ADDITIONAL FUNDS PER AMENDMEN	General Fund	6,518.61
				Total for Payment No.:		6,518.61

Payment No: 734345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LC ACTION POLICE SUPPLY	00598833	487837	Orozco Vest	General Fund	1,005.31
2026-06-12	LC ACTION POLICE SUPPLY	00598834	487838	Garcia Vest	General Fund	1,005.31
2026-06-12	LC ACTION POLICE SUPPLY	00598835	488139	Red Dot Glock Holsters	General Fund	3,448.87
2026-06-12	LC ACTION POLICE SUPPLY	00598865	488285	Turpin Vest	General Fund	1,005.31
				Total for Payment No.:		6,464.80

Payment No: 037116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BIBLIOTHECA, LLC	00599663	INV-US86223	RFID WORKSTATIONS	General Fund	6,255.00
				Total for Payment No.:		6,255.00

Payment No: 734958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TRIO COMMUNITY MEALS, LLC	00601435	223ABS100000683	SNP26 JUNE 8 WEEK	Park and Rec Opr GrantTst Fund	2,086.20
2026-07-10	TRIO COMMUNITY MEALS, LLC	00601436	223ABS100000917	SNP26 JUNE 15 WEEK	Park and Rec Opr GrantTst Fund	2,006.90
2026-07-10	TRIO COMMUNITY MEALS, LLC	00600540	223ABS100000316	SNP26 JUNE 1 WEEK	Park and Rec Opr GrantTst Fund	2,153.30
				Total for Payment No.:		6,246.40

Payment No: 037289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DKS ASSOC	00601147	0099957	CHANGE ORDER: ADDITIONAL FUNDS	Streets and Highways Capital F	1,430.00
2026-06-26	DKS ASSOC	00601146	0099956	CHANGE ORDER: ADDITIONAL FUNDS	Streets and Highways Capital F	4,650.00
				Total for Payment No.:		6,080.00

Payment No: 000207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	ALTEC INDUSTRIES INC	00599449	13598518	PARTS - V#3229	Fleet Operation Fund	43.92
2026-06-17	ALTEC INDUSTRIES INC	00599450	13603018	PARTS - STOCK	Fleet Operation Fund	143.64
2026-06-17	ALTEC INDUSTRIES INC	00599451	13603777	PARTS - V#3277	Fleet Operation Fund	66.97
2026-06-17	ALTEC INDUSTRIES INC	00599452	13604951	PARTS - V#3277	Fleet Operation Fund	5,791.50
				Total for Payment No.:		6,046.03

Payment No: 734776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TALKLET AI INC	00601291	INV-SCCL-2026-002	SUBSCRIPTION	Library Operating Grant Fund	6,000.00
				Total for Payment No.:		6,000.00

Payment No: 734884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BELKORP AG, LLC	00601246	1205564	PARTS - V3283	Fleet Operation Fund	2,000.90
2026-07-10	BELKORP AG, LLC	00601246	1205564	LABOR - V3283	Fleet Operation Fund	3,846.75
				Total for Payment No.:		5,847.65

Payment No: 000233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	THOMSON REUTERS WEST	00600854	853737612	LEGAL REFERENCES MAY2026	General Fund	1,173.23
2026-06-25	THOMSON REUTERS WEST	00600853	853648375	ONLINE LEGAL DATABASE MAY2026	General Fund	3,459.75
				Total for Payment No.:		4,632.98

Payment No: 734735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	General Fund	[redacted]
				Total for Payment No.:		5,751.50

Payment No: 734636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HACKPLUS	00601080	41895MAY2026	TEAM ASTROBRUINS 19819	General Fund	5,700.00
				Total for Payment No.:		5,700.00

Payment No: 037266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AIRGAS USA, LLC	00600361	9172761759	MEDICAL OXYGEN AND OTHER FEES	General Fund	735.07
				Total for Payment No.:		735.07

Payment No: 734918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LIEBERT CASSIDY WHITMORE	00601461	324139	ERC Membership (FY26-27)	General Fund	5,575.00
				Total for Payment No.:		5,575.00

Payment No: 734898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ENGINEERS -CITY OF SANTA CLARA	00601851	06/07/26-07/04/26	UNION DUES B2613 B2614	Payroll Liability&ClearingAcct	5,482.28
				Total for Payment No.:		5,482.28

Payment No: 734323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ENGINEERS -CITY OF SANTA CLARA	00600365	05/10/26-06/06/26	UNION DUES B611 & B2612	Payroll Liability&ClearingAcct	5,462.19
				Total for Payment No.:		5,462.19

Payment No: 037413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAINGER-SAN JOSE	00600747	9941826241	FREIGHT	General Fund	30.00
2026-07-10	GRAINGER-SAN JOSE	00600747	9941826241	MATERIALS - STREET	General Fund	1,226.50
2026-07-10	GRAINGER-SAN JOSE	00600748	9942930927	CREDIT - MATERIALS - STREET	General Fund	-226.20
2026-07-10	GRAINGER-SAN JOSE	00601324	9954259355	MATERIALS - STREET	General Fund	344.84
2026-07-10	GRAINGER-SAN JOSE	00600760	9941842115	SAW BLADES/ GRINDER GAUGE	General Fund	346.03
2026-07-10	GRAINGER-SAN JOSE	00600757	9944507103	CLEANING ACCESSORIES	General Fund	3,063.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GRAINGER-SAN JOSE	00600759	9941842107	SANDING DISKS	General Fund	274.79
				Total for Payment No.:		5,059.73

Payment No: 000222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS FIRE PROTECTION #F44	00601252	0F44179578	CUSTOMER #3723 - FS2	General Fund	1,738.49
2026-06-25	CINTAS FIRE PROTECTION #F44	00601252	0F44179578	CUSTOMER #3723 - FS2	General Fund	1,372.14
2026-06-25	CINTAS FIRE PROTECTION #F44	00601257	0F44876808	CUSTOMER #3760 - FS5	General Fund	1,435.27
2026-06-25	CINTAS FIRE PROTECTION #F44	00601257	0F44876808	CUSTOMER #3760 - FS5	General Fund	700.47
				Total for Payment No.:		5,246.37

Payment No: 037206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GFI ENTERTAINMENT LLC	00600727	1167	2026 4TH OF JULY ALL CITY PICN	General Fund	5,243.50
				Total for Payment No.:		5,243.50

Payment No: 037324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MADDEN MEDIA	00601014	2026-034527	MARKETING DRIVEN WEB	Deposit Funds.	3,000.00
2026-06-26	MADDEN MEDIA	00601014	2026-034527	WEB MAINT	Deposit Funds.	2,220.00
				Total for Payment No.:		5,220.00

Payment No: 037282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	COAST COUNTIES TRUCK	00600257	001275901P	PARTS - V#3640	Fleet Operation Fund	138.18
2026-06-26	COAST COUNTIES TRUCK	00600260	001276177P	PARTS - STOCK	Fleet Operation Fund	551.60
2026-06-26	COAST COUNTIES TRUCK	00600456	00154199S	PARTS - V#3158 WO#160887	Fleet Operation Fund	2,063.99
2026-06-26	COAST COUNTIES TRUCK	00600456	00154199S	LABOR - V#3158 WO#160887	Fleet Operation Fund	1,861.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	COAST COUNTIES TRUCK	00600456	00154199S	MISC - V#3158 WO#160887	Fleet Operation Fund	535.76
				Total for Payment No.:		5,151.04

Payment No: 037272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BAUER COMPRESSORS INC	00601390	0000350476	AS NEEDED ADDITIONAL KUNKLE VA	General Fund	3,880.62
2026-06-26	BAUER COMPRESSORS INC	00601390	0000350476	AS NEEDED ADDITIONAL KUNKLE VA	General Fund	656.94
2026-06-26	BAUER COMPRESSORS INC	00601390	0000350476	AS NEEDED ADDITIONAL PARTS - C	General Fund	482.44
2026-06-26	BAUER COMPRESSORS INC	00601390	0000350476	FREIGHT	General Fund	125.00
				Total for Payment No.:		5,145.00

Payment No: 734742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MIKE'S TRUCK OUTFITTERS	00600450	1279	PARTS - V#3853 WO#161203	Vehicle Replacement Fund	2,278.96
2026-06-26	MIKE'S TRUCK OUTFITTERS	00600457	1341	PARTS - V#3826 WO#160447	Vehicle Replacement Fund	1,161.13
2026-06-26	MIKE'S TRUCK OUTFITTERS	00600450	1279	LABOR	Vehicle Replacement Fund	400.00
2026-06-26	MIKE'S TRUCK OUTFITTERS	00600450	1279	NON TAX	Vehicle Replacement Fund	534.50
2026-06-26	MIKE'S TRUCK OUTFITTERS	00600457	1341	LABOR	Vehicle Replacement Fund	720.00
				Total for Payment No.:		5,094.59

Payment No: 004025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	General Fund	0.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Cemetery	159.75
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Solid Waste Program	213.73
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Solid Waste Program	14.64
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	General Fund	871.39
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Vehicle Replacement Fund	1.15
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Fleet Operation Fund	77.64
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Water Utility	217.47
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Cemetery	8.11
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Sewer Utility	2.53
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Solid Waste Program	550.46
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Police Operating Grant Fund	350.04
2026-06-23	CA DEPT OF TAX & FEE ADMIN	00601466	MAY 2026	DD:SALES & USE TAX 0526	Water Utility Construction	9.30
				Total for Payment No.:		2,476.65

Payment No: 004041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	312.00
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	187.20
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	187.20
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	2,407.60
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	452.40
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	572.00
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	124.80
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	249.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	312.00
2026-07-10	CAL PERS - PO BOX 1982	00601980	100000018333899	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	187.20
				Total for Payment No.:		5,054.40

Payment No: 734953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SV@HOME	00596907	2847	AHM 2026 SPONSORSHIP	Housing Authority	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 734518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	QUADIENT FINANCE USA INC	00600681	42143JUN2026	METERED POSTAGE (MAILROOM CITY	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 734447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CITY OF CAMPBELL	00598837	31330MAY2026	ANNUAL SCCET 2025-2026	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 037372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Task 2: Community Engagement	Parks And Recreation	9.00
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Task 3: Resource and Data Coll	Parks And Recreation	1,936.25
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Task 4: Implementation (Action	Parks And Recreation	977.50
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Task 5: Development of Final P	Parks And Recreation	0.35
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Interpreting and Translation S	Parks And Recreation	931.62
2026-06-26	WALLACE ROBERTS & TODD LLC	00600111	08841.01-000031B	Parks & Rec Master Plan	Parks And Recreation	110.74

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WALLACE ROBERTS & TODD LLC	00601032	08841.01-0000031A	Contingency	Parks And Recreation	1,007.51
				Total for Payment No.:		4,972.97

Payment No: 000195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	FAST UNDERCAR SANTA CLARA	00599210	58582	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599211	58583	PARTS - V#2571	Fleet Operation Fund	143.90
2026-06-11	FAST UNDERCAR SANTA CLARA	00599211	58583	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599208	58284	PARTS - V#3314	Fleet Operation Fund	226.83
2026-06-11	FAST UNDERCAR SANTA CLARA	00599212	58584	PARTS - V#2815	Fleet Operation Fund	148.25
2026-06-11	FAST UNDERCAR SANTA CLARA	00599212	58584	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599213	58597	PARTS - V#3598	Fleet Operation Fund	632.82
2026-06-11	FAST UNDERCAR SANTA CLARA	00599208	58284	CA BATTERY FEE	Fleet Operation Fund	2.20
2026-06-11	FAST UNDERCAR SANTA CLARA	00599209	58581	PART - V#3682	Fleet Operation Fund	145.20
2026-06-11	FAST UNDERCAR SANTA CLARA	00599209	58581	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599210	58582	PARTS - V#2572	Fleet Operation Fund	143.90
2026-06-11	FAST UNDERCAR SANTA CLARA	00599213	58597	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599214	58598	PARTS - V#2897	Fleet Operation Fund	729.84
2026-06-11	FAST UNDERCAR SANTA CLARA	00599214	58598	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599215	58599	PARTS - V#2415	Fleet Operation Fund	1,469.82
2026-06-11	FAST UNDERCAR SANTA CLARA	00599215	58599	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-11	FAST UNDERCAR SANTA CLARA	00599216	60460	PARTS - V#3220	Fleet Operation Fund	752.11
2026-06-11	FAST UNDERCAR SANTA CLARA	00599217	60817	PARTS - STOCK	Fleet Operation Fund	532.35
2026-06-11	FAST UNDERCAR SANTA CLARA	00599217	60817	CA BATTERY FEE	Fleet Operation Fund	6.00
				Total for Payment No.:		4,953.22

Payment No: 734309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CIVITAS ADVISORS	00599905	60107	APR2026 FEE SCTID RENEWAL	Deposit Funds.	6,000.00
2026-06-12	CIVITAS ADVISORS	00599905	60107	OFFICE EXPENSE	Deposit Funds.	240.00
2026-06-12	CIVITAS ADVISORS	00599905	60107	CREDIT START UP FEE	Deposit Funds.	-4,525.00
2026-06-12	CIVITAS ADVISORS	00599906	60106	APR 2026 FIXED FEE	Deposit Funds.	3,000.00
2026-06-12	CIVITAS ADVISORS	00599906	60106	OFFICE EXPENSE	Deposit Funds.	120.00
				Total for Payment No.:		4,835.00

Payment No: 734551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WEHOPE	00600708	CSBE 042026	WEHOPE DOW MAR26 - FEB27	Housing Authority	4,825.00
				Total for Payment No.:		4,825.00

Payment No: 037326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	METAFILE INFORMATION SYSTEMS	00599993	060291	SYSTEM SUPPORT (JUL-SEP 2026)	General Fund	2,412.17
2026-06-26	METAFILE INFORMATION SYSTEMS	00599993	060291	SYSTEM SUPPORT (JUL-SEP 2026)	General Fund	2,412.17
				Total for Payment No.:		4,824.34

Payment No: 734955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TIMECLOCK PLUS LLC	00601629	INV00488277	schedule anywhere 26-27	General Fund	4,802.36
				Total for Payment No.:		4,802.36

Payment No: 734559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	Y&C AUTO BODY SHOP	00599660	2245	PARTS - V#3550 WO#160718	Fleet Operation Fund	965.43
2026-06-18	Y&C AUTO BODY SHOP	00599660	2245	LABOR - V#3550 WO#160718	Fleet Operation Fund	3,820.00
				Total for Payment No.:		4,785.43

Payment No: 734474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HDL COREN & CONE	00600596	SIN062718	PROPERTY TAX AUDIT AND MANAGEM	General Fund	4,756.25
				Total for Payment No.:		4,756.25

Payment No: 734962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00600762	261620397-002	PICKUP CHARGE	Solid Waste Program	150.00
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00600764	261620397-003	CREDIT - PICKUP CHARGE	Solid Waste Program	-150.00
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00600766	261616323-002	PICKUP CHARGE	Solid Waste Program	150.00
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00601357	263349561-001	MATERIALS - STORM DRAIN	General Fund	3,279.61
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00601359	261477415-004	DELIVERY CHARGE CREDIT	Solid Waste Program	-329.25
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00601360	261477415-003	1 DAY RENTAL - NOT PO	Solid Waste Program	1,040.51
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00601362	261595939-003	DIESEL FUEL CHARGE	Solid Waste Program	722.65
2026-07-10	UNITED RENTALS (NORTH AMERICA)	00600770	261616323-003	CREDIT - PICKUP CHARGE	Solid Waste Program	-150.00
				Total for Payment No.:		4,713.52

Payment No: 004029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-29	STATE DISBURSEMENT UNIT	00601450	06/07/20-06/20/26	DD WAGE ATTACHMENTS B2613	Payroll Liability&ClearingAcct	4,710.41
				Total for Payment No.:		4,710.41

Payment No: 004038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STATE DISBURSEMENT UNIT	00601872	06/21/26-07/04/26	DD WAGE ATTACHMENTS B2614	Payroll Liability&ClearingAcct	4,710.41
				Total for Payment No.:		4,710.41

Payment No: 734299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	FD FIRSTNET WIRELESS	General Fund	4,145.26
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	STADIUM FIRSTNET WIRELESS	General Fund	244.44
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	CRRD FIRSTNET WIRELESS	Fire New Dvlpmnt Srvc Fee	52.32
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	CRRD FIRSTNET WIRELESS	Fire CUPA program Fund	52.32
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	EMERGENCY SVCS WIRELESS	General Fund	51.71
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	PARKS - GYMNASTICS MODEM	General Fund	37.91
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	LIBRARY BOOKMOBILE MODEM	General Fund	37.91
2026-06-12	AT&T MOBILITY	00599140	287286334235X05192026	STREET FLARE ROUTER	Solid Waste Utility-Constructi	34.91
				Total for Payment No.:		4,656.78

Payment No: 734476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HOLLAND SUPPLY, INC.	00599859	INV168509	HOLLAND CARRIER	Cemetery	3,435.11
2026-06-18	HOLLAND SUPPLY, INC.	00599859	INV168509	FREIGHT	Cemetery	901.59
2026-06-18	HOLLAND SUPPLY, INC.	00599859	INV168509	STREAMLINER DRAPE - GREEN	Cemetery	285.30
				Total for Payment No.:		4,622.00

Payment No: 037101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AFSCME COUNCIL 57	00600374	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	4,584.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		4,584.80

Payment No: 037131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GRAINGER-SAN JOSE	00599115	9920936151	platform truck	General Fund	1,106.81
2026-06-12	GRAINGER-SAN JOSE	00599108	9922495842	RAKES/ CAULK GUN	General Fund	178.62
2026-06-12	GRAINGER-SAN JOSE	00599111	9922479887	TRASH BAGS	General Fund	313.34
2026-06-12	GRAINGER-SAN JOSE	00598840	9914168183	SCRUB BRUSHES	General Fund	176.92
2026-06-12	GRAINGER-SAN JOSE	00599230	9914892147	PARTS - V#3741	Fleet Operation Fund	34.32
2026-06-12	GRAINGER-SAN JOSE	00599229	9905442969	PARTS - SHOP	Fleet Operation Fund	422.69
2026-06-12	GRAINGER-SAN JOSE	00599221	9923509187	PARTS - SHOP	Fleet Operation Fund	157.65
2026-06-12	GRAINGER-SAN JOSE	00599291	9929809821	SUPPLIES	General Fund	253.68
2026-06-12	GRAINGER-SAN JOSE	00599292	9929809813	SUPPLIES	General Fund	21.19
				Total for Payment No.:		2,665.22

Payment No: 000230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	MUSSON THEATRICAL	00599979	INV3777	Lighting for CRC Auditorium	General Fund	4,550.24
				Total for Payment No.:		4,550.24

Payment No: 000193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	CINTAS CORP #630	00599205	4270039218	UNIFORM SVCS	Fleet Operation Fund	435.10
2026-06-11	CINTAS CORP #630	00599205	4270039218	SAFEWASHER SVCS	Fleet Operation Fund	78.00
2026-06-11	CINTAS CORP #630	00598772	4267634890	UNIFORM SVCS	General Fund	60.57
2026-06-11	CINTAS CORP #630	00599287	4270329521	UNIFORMS	General Fund	145.16
2026-06-11	CINTAS CORP #630	00599288	4269870670	UNIFORMS	General Fund	138.30
				Total for Payment No.:		857.13

Payment No: 037388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TRUSTMARK VOLUNTARY BENEFIT	00601852	05/24/26-06/20/26	LONGTERM CARE PREM B2612 B2613	Payroll Liability&ClearingAcct	4,525.42
				Total for Payment No.:		4,525.42

Payment No: 004039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	239.20
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	3,900.00
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	124.80
2026-07-10	CAL PERS - PO BOX 1982	00601964	100000018332951	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
				Total for Payment No.:		4,513.60

Payment No: 004042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	202.80
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	436.80
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	124.80
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	556.40
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	3,016.00
2026-07-10	CAL PERS - PO BOX 1982	00601981	100000018334421	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	114.40
				Total for Payment No.:		4,513.60

Payment No: 004040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAL PERS - PO BOX 1982	00601968	100000018334148	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
2026-07-10	CAL PERS - PO BOX 1982	00601968	100000018334148	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	4,024.80
2026-07-10	CAL PERS - PO BOX 1982	00601968	100000018334148	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	312.00
2026-07-10	CAL PERS - PO BOX 1982	00601968	100000018334148	DD: 4TH LEVEL 1959 SURV BENEFI	General Fund	62.40
				Total for Payment No.:		4,461.60

Payment No: 734699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELITE MAINTENANCE INC	00601245	5400-2	SWEEPING AND CLEANING SERVICES	General Fund	4,455.90
				Total for Payment No.:		4,455.90

Payment No: 734543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599439	6143447036	FD MDC WIRELESS	General Fund	1,108.76
2026-06-18	VERIZON WIRELESS	00599439	6143447036	PD MDC WIRELESS	General Fund	3,321.99
				Total for Payment No.:		4,430.75

Payment No: 734484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KAREN MURPHY LANSING	00599668	SCPD 87	Psych Services - Employees	General Fund	4,400.00
				Total for Payment No.:		4,400.00

Payment No: 037358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00601000	214910	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	1,402.41
				Total for Payment No.:		1,402.41

Payment No: 734387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNITI	00599063	77519615	VOIP PHONE SERVICE	Information Technology Service	4,322.64
				Total for Payment No.:		4,322.64

Payment No: 037294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GARDENLAND POWER EQUIPMENT	00600194	1260782	EDGE TRIMMERS	General Fund	4,309.47
				Total for Payment No.:		4,309.47

Payment No: 734571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DIGITAL ENGINEERING SYSTEMS	00601142	401960	40K USAGE PLAN FOR KIP860 PRIN	Building New Dvlpmnt Srvc Fee	2,123.55
2026-06-26	DIGITAL ENGINEERING SYSTEMS	00601142	401960	40K USAGE PLAN FOR KIP860 PRIN	General Fund	2,123.55
2026-06-26	DIGITAL ENGINEERING SYSTEMS	00601142	401960	40K USAGE PLAN FOR KIP860 PRIN	Water Utility	42.90
				Total for Payment No.:		4,290.00

Payment No: 004023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STATE DISBURSEMENT UNIT	00600378	05/24/26-06/06/26	DD WAGE ATTACHMENTS B2612	Payroll Liability&ClearingAcct	4,235.03
				Total for Payment No.:		4,235.03

Payment No: 000238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	ALTEC INDUSTRIES INC	00601148	13643418	PARTS - STOCK	Fleet Operation Fund	222.80
2026-07-09	ALTEC INDUSTRIES INC	00601210	13643984	PARTS - V3277	Fleet Operation Fund	138.67
2026-07-09	ALTEC INDUSTRIES INC	00601212	13643349	PARTS - V3563	Fleet Operation Fund	17.81
2026-07-09	ALTEC INDUSTRIES INC	00601235	13623398	PARTS - V3277	Fleet Operation Fund	165.94

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		545.22

Payment No: 037125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CORE BUSINESS TECHNOLOGIES	00598773	INV-36245	S9000 EPSON SCANNER 2X	General Fund	4,203.43
				Total for Payment No.:		4,203.43

Payment No: 734774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUPERCO SPECIALTY PRODUCTS	00600869	PSI667325	JANITORIAL AND MAINTENANCE SUP	General Fund	3,618.25
2026-06-26	SUPERCO SPECIALTY PRODUCTS	00600869	PSI667325	JANITORIAL AND MAINTENANCE SUP	General Fund	442.13
				Total for Payment No.:		4,060.38

Payment No: 000247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	TARGET SPECIALTY PRODUCTS INC	00601134	INVP502188071	BURROWING CONTROL DEVICE	General Fund	4,038.80
				Total for Payment No.:		4,038.80

Payment No: 037241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PAN ASIAN PUBLICATIONS (USA) INC	00599386	U-18631	1241 AD BK	General Fund	2,003.44
2026-06-18	PAN ASIAN PUBLICATIONS (USA) INC	00599387	U-18633	1241 AD BK	General Fund	1,996.91
				Total for Payment No.:		4,000.35

Payment No: 734662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ALAMEDA CO SHERIFF`S OFFICE	00600411	10675	Academy for Milano	General Fund	4,000.00
				Total for Payment No.:		4,000.00

Payment No: 734786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNDERGROUND REPUBLIC WATER	00601412	S100055237.006	COUPLING, STRAIGHT C X MIP, 2I	Water Utility	239.17
2026-06-26	UNDERGROUND REPUBLIC WATER	00601412	S100055237.006	BRASS BUSHING 1/4"x3/4" LEAD F	Water Utility	627.66
2026-06-26	UNDERGROUND REPUBLIC WATER	00601413	S100058356.001	CAP, MJ, 10IN BLIND, DI C-153	Water Utility	292.02
2026-06-26	UNDERGROUND REPUBLIC WATER	00601412	S100055237.006	ELBOW, BRASS, 90 DEGREES, 2IN	Water Utility	1,699.52
2026-06-26	UNDERGROUND REPUBLIC WATER	00601412	S100055237.006	NIPPLE, BRASS, 2IN X CLOSE	Water Utility	806.66
2026-06-26	UNDERGROUND REPUBLIC WATER	00601412	S100055237.006	PLUG, BRASS, 2IN, IPT	Water Utility	294.48
				Total for Payment No.:		3,959.51

Payment No: 037154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PAN ASIAN PUBLICATIONS (USA) INC	00599185	U-18620	1231 JUV BK	General Fund	2,418.76
2026-06-12	PAN ASIAN PUBLICATIONS (USA) INC	00599186	U-18623	1231 JUV BK	General Fund	1,505.85
				Total for Payment No.:		3,924.61

Payment No: 734933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PINNACLE LIVE LLC	00601514	317968	STEM BOWL	General Fund	3,920.99
				Total for Payment No.:		3,920.99

Payment No: 734492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MDN COACHING & CONSULTING	00599673	009	Leadership Advisory	Police Operating Grant	3,900.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
				Total for Payment No.:		3,900.00

Payment No: 734718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HOME DEPOT SUPPLY	00600934	9249692943	JANITORIAL SUPPLIES FOR WATER	Water Utility	922.09
2026-06-26	HOME DEPOT SUPPLY	00600935	9249692944	JANITORIAL SUPPLIES FOR CITY H	General Fund	2,094.95
2026-06-26	HOME DEPOT SUPPLY	00600933	9249692941	JANITORIAL SUPPLIES FOR STREET	General Fund	188.79
				Total for Payment No.:		3,205.83

Payment No: 734762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA COUNTY EMS AGENCY	00600269	060926-1	EMT RECERTIFICATION FEES	General Fund	3,846.00
				Total for Payment No.:		3,846.00

Payment No: 000212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	FAST UNDERCAR SANTA CLARA	00599480	61489	PARTS - V#3443	Fleet Operation Fund	3,135.07
2026-06-17	FAST UNDERCAR SANTA CLARA	00599480	61489	CA BATTERY FEE	Fleet Operation Fund	16.00
2026-06-17	FAST UNDERCAR SANTA CLARA	00599481	62963	PARTS - STOCK	Fleet Operation Fund	372.70
2026-06-17	FAST UNDERCAR SANTA CLARA	00599481	62963	CA BATTERY FEE	Fleet Operation Fund	4.00
2026-06-17	FAST UNDERCAR SANTA CLARA	00599482	63465	PARTS - V#3176	Fleet Operation Fund	192.90
2026-06-17	FAST UNDERCAR SANTA CLARA	00599483	63571	PARTS - V#3043	Fleet Operation Fund	78.13
				Total for Payment No.:		3,798.80

Payment No: 734923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MINGRUI ZHOU	00600956	43637JUN2026	BLDG Plan Check	Building New Dvlpmnt Srvc Fee	3,280.41
2026-07-10	MINGRUI ZHOU	00600956	43637JUN2026	BLD Technology Fee	General Fund	110.55
2026-07-10	MINGRUI ZHOU	00600956	43637JUN2026	Advanced Planning Surcharge	General Fund	406.44
				Total for Payment No.:		3,797.40

Payment No: 734890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COMMUNITY PLANNING COLLABORATIVE	00601487	2192	ADU Calculator	Building New Dvlpmnt Srvc Fee	1,875.00
2026-07-10	COMMUNITY PLANNING COLLABORATIVE	00601487	2192	ADU Plans Gallery	Building New Dvlpmnt Srvc Fee	1,920.00
				Total for Payment No.:		3,795.00

Payment No: 734738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LUPE LIMA	00600083	46464	tow fees	General Fund	501.75
2026-06-26	LUPE LIMA	00600148	45147	boxtruck tow	General Fund	2,500.00
2026-06-26	LUPE LIMA	00600149	45728	tow for evidence	General Fund	775.00
				Total for Payment No.:		3,776.75

Payment No: 734540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TRIO COMMUNITY MEALS, LLC	00599838	INV2230081611	SNP26 MAY18 WEEK	Park and Rec Opr GrantTst Fund	2,171.60
2026-06-18	TRIO COMMUNITY MEALS, LLC	00599839	INV2230081832	SNP26 MAY 26 WEEK	Park and Rec Opr GrantTst Fund	1,592.10
				Total for Payment No.:		3,763.70

Payment No: 734433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AARC CONSULTANTS, LLC	00600530	2026-0036	RISK & RESILIANCE ACCESS / ERP	Water Utility	325.17
2026-06-18	AARC CONSULTANTS, LLC	00600534	2026-0023	RISK & RESILIANCE ACCESS / ERP	Water Utility	485.85
2026-06-18	AARC CONSULTANTS, LLC	00600535	2026-0071	RISK & RESILIANCE ACCESS / ERP	Water Utility	2,539.05
2026-06-18	AARC CONSULTANTS, LLC	00600536	2025-6100	RISK & RESILIANCE ACCESS / ERP	Water Utility	406.22
				Total for Payment No.:		3,756.29

Payment No: 037197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	General Fund	199.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	Water Utility	73.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	General Fund	95.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	General Fund	199.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	General Fund	145.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596154	89315960	Physical Examination	General Fund	588.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596153	89234437	Physical Examination	General Fund	199.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596154	89315960	Physical Examination	Sewer Utility	190.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596154	89315960	Physical Examination	Water Utility	50.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596154	89315960	Physical Examination	General Fund	199.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596155	89526188	Physical Examination	General Fund	402.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596155	89526188	Physical Examination	Water Utility	98.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	General Fund	98.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	Water Utility	52.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	General Fund	98.00
2026-06-18	CONCENTRA MEDICAL CENTERS	00596156	89776049	Physical Examination	General Fund	98.00
				Total for Payment No.:		2,783.00

Payment No: 734486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KONE INC	00599900	872041052	CITY HALL	General Fund	78.20
2026-06-18	KONE INC	00599900	872041052	CENTRAL LIB	General Fund	478.02
2026-06-18	KONE INC	00599900	872041052	PD	General Fund	448.68
2026-06-18	KONE INC	00599900	872041052	GUN RANGE	General Fund	34.80
2026-06-18	KONE INC	00599900	872041052	SENIOR CENTER	General Fund	308.79
2026-06-18	KONE INC	00599900	872041052	BERMAN	General Fund	78.20
2026-06-18	KONE INC	00599900	872041052	TASMAN	General Fund	1,252.90
2026-06-18	KONE INC	00599900	872041052	FS 2	General Fund	130.79
2026-06-18	KONE INC	00599900	872041052	SCCC	Convention Cnt Maintenance Dis	156.40
2026-06-18	KONE INC	00599900	872041052	COMMERECE	Public Buildings	491.16
2026-06-18	KONE INC	00599900	872041052	CRC	General Fund	34.80
				Total for Payment No.:		3,492.74

Payment No: 734752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PETERSON CAT	00600358	PC001934504	PARTS - V#3607	Fleet Operation Fund	323.46
2026-06-26	PETERSON CAT	00600443	SW000502310	PARTS - V#3811 WO#160620	Fleet Operation Fund	1,967.14
2026-06-26	PETERSON CAT	00600443	SW000502310	FREIGHT	Fleet Operation Fund	145.48
2026-06-26	PETERSON CAT	00600443	SW000502310	LABOR	Fleet Operation Fund	1,180.00
				Total for Payment No.:		3,616.08

Payment No: 734926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	PERS ADVANCE DISABILITY PENSIO	Workers Compensation	3,612.14
				Total for Payment No.:		3,612.14

Payment No: 734261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AMERICAN CANCER SOCIETY INC	00597372	32071APR2026	2026 RELAY FOR LIFE COMMUNITY	General Fund	3,555.29
				Total for Payment No.:		3,555.29

Payment No: 734513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PETERSON CAT	00596760	SW080079810	V#3811 WO:160620	Fleet Operation Fund	2,673.30
2026-06-18	PETERSON CAT	00596760	SW080079810	PARTS	Fleet Operation Fund	371.33
2026-06-18	PETERSON CAT	00599646	SW000501871	LABOR - V#3811 WO#160620	Fleet Operation Fund	472.00
2026-06-18	PETERSON CAT	00600409	SW080080035	V#3811 WO#160620 LABOR	Fleet Operation Fund	2,673.30
2026-06-18	PETERSON CAT	00600409	SW080080035	PARTS	Fleet Operation Fund	373.46
2026-06-18	PETERSON CAT	00600410	SB080004886	V# 3811 WO#160620 LABOR	Fleet Operation Fund	-2,673.30
2026-06-18	PETERSON CAT	00600410	SB080004886	PARTS	Fleet Operation Fund	-371.33
				Total for Payment No.:		3,518.76

Payment No: 037141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	KNORR SYSTEMS INT'L LLC	00599116	307542	backwash valve kit	General Fund	3,485.07
				Total for Payment No.:		3,485.07

Payment No: 037353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STAPLES ADVANTAGE	00600913	7009896998-ENG	OFFICE SUPPLIES	General Fund	248.26
2026-06-26	STAPLES ADVANTAGE	00600913	7009896998-ENG	OFFICE SUPPLIES	General Fund	248.26
2026-06-26	STAPLES ADVANTAGE	00600913	7009896998-ENG	OFFICE SUPPLIES	General Fund	279.95
2026-06-26	STAPLES ADVANTAGE	00600914	7009896998-FIRE	OFFICE SUPPLIES	General Fund	108.96
2026-06-26	STAPLES ADVANTAGE	00600915	7009896998-LIBRARY	OFFICE SUPPLIES	General Fund	647.55
2026-06-26	STAPLES ADVANTAGE	00600916	7009896998-PARKCH	OFFICE SUPPLIES	General Fund	156.96
2026-06-26	STAPLES ADVANTAGE	00600917	7009896998-POLICEDET	OFFICE SUPPLIES	General Fund	59.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STAPLES ADVANTAGE	00600918	7009896998-SRCTR	OFFICE SUPPLIES	General Fund	65.43
2026-06-26	STAPLES ADVANTAGE	00600919	7009896998-WATER	OFFICE SUPPLIES	Sewer Utility	153.20
2026-06-26	STAPLES ADVANTAGE	00600907	7009896998-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	79.96
2026-06-26	STAPLES ADVANTAGE	00600908	7009896998-BLDGMTCE	OFFICE SUPPLIES	General Fund	12.07
2026-06-26	STAPLES ADVANTAGE	00600908	7009896998-BLDGMTCE	OFFICE SUPPLIES	General Fund	242.57
2026-06-26	STAPLES ADVANTAGE	00600919	7009896998-WATER	OFFICE SUPPLIES	Water Utility	153.20
2026-06-26	STAPLES ADVANTAGE	00600909	7009896998-CITYATTY	OFFICE SUPPLIES	General Fund	214.90
2026-06-26	STAPLES ADVANTAGE	00600910	7009896998-CMO	OFFICE SUPPLIES	General Fund	160.47
2026-06-26	STAPLES ADVANTAGE	00600915	7009896998-LIBRARY	OFFICE SUPPLIES (NON-T)	General Fund	28.40
				Total for Payment No.:		2,859.39

Payment No: 734516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PRODIGY PRESS INC	00599637	94242	PRINT PROP 26/27-27/28 CIP BKS	General Fund	3,429.23
				Total for Payment No.:		3,429.23

Payment No: 734746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	OFFICE RELIEF INC	00600113	INV22039044	5 Office Chairs	Building New Dvlpmnt Srvc Fee	3,402.73
				Total for Payment No.:		3,402.73

Payment No: 734910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	IMAGETREND INC	00595464	PS-INV123654	SERVICE CAD INTEGRATIONS	General Fund	3,380.00
				Total for Payment No.:		3,380.00

Payment No: 037352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SPORTS, FITNESS & KARATE INC	00600922	SCPR 2026 MAY 31, 2026	CHANGE ORDER 3: ADDITIONAL FUN	General Fund	3,355.36
				Total for Payment No.:		3,355.36

Payment No: 734935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PLAYAWAY PRODUCTS LLC	00601611	536726	1231 JUV PW	General Fund	3,323.37
				Total for Payment No.:		3,323.37

Payment No: 734705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GAMETIME BASKETBALL	00600900	2026-1039	ADDITIONAL FUNDING FOR AS-NEED	General Fund	3,270.08
				Total for Payment No.:		3,270.08

Payment No: 037278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA DEPT OF JUSTICE	00600094	051249	Background (May 2026)	General Fund	2,940.00
2026-06-26	CA DEPT OF JUSTICE	00600415	049535	Permits	General Fund	15.00
2026-06-26	CA DEPT OF JUSTICE	00600415	049535	Levi	General Fund	64.00
2026-06-26	CA DEPT OF JUSTICE	00600415	049535	Xing Guard	General Fund	32.00
2026-06-26	CA DEPT OF JUSTICE	00600415	049535	Recruiting	General Fund	32.00
2026-06-26	CA DEPT OF JUSTICE	00600415	049535	Records	General Fund	160.00
				Total for Payment No.:		3,243.00

Payment No: 734664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ALLSTAR FIRE EQUIPMENT INC	00600242	273013	PHENIX HELMETS	General Fund	3,209.09
2026-06-26	ALLSTAR FIRE EQUIPMENT INC	00600242	273013	shipping	General Fund	18.59

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		3,227.68

Payment No: 000232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	SANTA CLARA LIGHTING, INC.	00599958	36997	LED RETROFIT KITS & ACCESSORIE	General Fund	285.46
2026-06-25	SANTA CLARA LIGHTING, INC.	00600472	37066	CENTRAL LIB	General Fund	1,394.44
2026-06-25	SANTA CLARA LIGHTING, INC.	00600473	37018	NORTHSIDE	General Fund	1,151.53
2026-06-25	SANTA CLARA LIGHTING, INC.	00600474	36914	CENTRAL LIB	General Fund	303.79
				Total for Payment No.:		3,135.22

Payment No: 734522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		3,123.38

Payment No: 037379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SVP UNIT 9E	00601861	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	3,100.00
				Total for Payment No.:		3,100.00

Payment No: 734541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNIQUE TOWING	00599761	T294669	tow fees	General Fund	465.00
2026-06-18	UNIQUE TOWING	00599766	T294138	TOW FEES	General Fund	620.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNIQUE TOWING	00599841	292698	rv tow fees	General Fund	2,000.00
				Total for Payment No.:		3,085.00

Payment No: 734672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BANK UP CORP	00600161	7173	MAY 2026 LOCKBOX SVC	General Fund	3,072.33
				Total for Payment No.:		3,072.33

Payment No: 734353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599234	1235	PARTS - V#3838 WO#160760	Vehicle Replacement Fund	1,289.56
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599234	1235	LABOR - V#3838 WO#160760	Vehicle Replacement Fund	80.00
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599235	1236	PARTS - V#3839 WO#160761	Vehicle Replacement Fund	1,289.56
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599235	1236	LABOR - V#3839 WO#160761	Vehicle Replacement Fund	80.00
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599236	1230	PARTS - V#3826 WO#160447	Vehicle Replacement Fund	217.88
2026-06-12	MIKE'S TRUCK OUTFITTERS	00599236	1230	LABOR - V#3826 WO#160447	Vehicle Replacement Fund	80.00
				Total for Payment No.:		3,037.00

Payment No: 037370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNIVERSAL SITE SERVICES	00600989	201334	SCHEDULED SWEEPING SERVICES FO	Convention Cnt Maintenance Dis	3,033.33
				Total for Payment No.:		3,033.33

Payment No: 037164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SVP UNIT 9E	00600386	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 734889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CITY OF MORGAN HILL	00600646	2026-112	Training - 2 Attendees	General Fund	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 734886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CALIFORNIA PRODUCT STEWARSHSIP COUNCIL	00601554	FY27-013-AF	2026-2027 CPSC ASSOCIATE FEES	Solid Waste Program	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 037345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SAN JOSE MAILING	00600858	8671	MAILING 3521 HOMESTEAD RD DRH	General Fund	1,516.12
2026-06-26	SAN JOSE MAILING	00600859	8672	MAILING 400 SARATOGA AVE CEQA	General Fund	425.94
2026-06-26	SAN JOSE MAILING	00600859	8672	MAILING PRINTING	General Fund	501.05
2026-06-26	SAN JOSE MAILING	00600859	8672	POSTAGE	General Fund	529.90
				Total for Payment No.:		2,973.01

Payment No: 000242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	FAST UNDERCAR SANTA CLARA	00601164	71211	PARTS - V3576	Fleet Operation Fund	503.48
2026-07-09	FAST UNDERCAR SANTA CLARA	00601169	70885	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-07-09	FAST UNDERCAR SANTA CLARA	00601214	70696	PARTS - V3532	Fleet Operation Fund	40.85

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	FAST UNDERCAR SANTA CLARA	00601216	70783	PARTS - V3155	Fleet Operation Fund	607.48
2026-07-09	FAST UNDERCAR SANTA CLARA	00601274	67608	PARTS - V3686	Fleet Operation Fund	253.83
2026-07-09	FAST UNDERCAR SANTA CLARA	00601274	67608	CA BATTERY FEE	Fleet Operation Fund	2.00
2026-07-09	FAST UNDERCAR SANTA CLARA	00601299	68668	PARTS - V3298	Fleet Operation Fund	163.40
2026-07-09	FAST UNDERCAR SANTA CLARA	00601300	68556	PARTS - V3497	Fleet Operation Fund	153.36
2026-07-09	FAST UNDERCAR SANTA CLARA	00601301	68433	PARTS - V3589	Fleet Operation Fund	40.85
2026-07-09	FAST UNDERCAR SANTA CLARA	00601303	68311	PARTS - V3589	Fleet Operation Fund	40.85
2026-07-09	FAST UNDERCAR SANTA CLARA	00601304	68337	PARTS - STOCK	Fleet Operation Fund	465.63
2026-07-09	FAST UNDERCAR SANTA CLARA	00601169	70885	PARTS - STOCK	Fleet Operation Fund	647.00
2026-07-09	FAST UNDERCAR SANTA CLARA	00601263	69190	PARTS - STOCK	Fleet Operation Fund	20.65
2026-07-09	FAST UNDERCAR SANTA CLARA	00601265	67110	PARTS - RETURNED	Fleet Operation Fund	89.42
2026-07-09	FAST UNDERCAR SANTA CLARA	00601273	67335	PARTS - RETURNED	Fleet Operation Fund	-89.42
				Total for Payment No.:		2,941.38

Payment No: 734877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1241 AD VG	General Fund	939.89
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1233 AD/JUV VG	General Fund	527.35
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1235 AD/JUV VG	General Fund	626.82
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1236 AD/JUV VG	General Fund	108.64
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1241 AD BK	General Fund	358.96
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1231 JUV BK	General Fund	280.77
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	1241 AD DVD	General Fund	14.70
2026-07-10	AMAZON CAPITAL SERVICES, INC.	00601577	1LVD-6CGG-7XC4	SHIPPING AND HANDLING	General Fund	36.01
				Total for Payment No.:		2,893.14

Payment No: 734763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA WEEKLY	00599836	1250383	FY26/27&27/28 CIP PUB HEARING	General Fund	2,080.00
2026-06-26	SANTA CLARA WEEKLY	00601424	1250393	LEGAL NOTICE: ORD NO. 2086	General Fund	812.00
				Total for Payment No.:		2,892.00

Payment No: 734892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COUNTY OF SANTA CLARA	00600809	188376	2026 JUN SAN TOMAS EXPY PERMIT	Water Utility	2,881.39
				Total for Payment No.:		2,881.39

Payment No: 734376

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SUNNYVALE FORD	00599256	275041	PARTS - V#3384	Fleet Operation Fund	817.11
2026-06-12	SUNNYVALE FORD	00599257	275475	PARTS - V#3125	Fleet Operation Fund	98.76
2026-06-12	SUNNYVALE FORD	00599258	275498	PARTS - V#3578	Fleet Operation Fund	364.01
2026-06-12	SUNNYVALE FORD	00599259	275579	PARTS - V#3727	Fleet Operation Fund	101.16
2026-06-12	SUNNYVALE FORD	00599260	275646	PARTS - V#3384	Fleet Operation Fund	157.52
2026-06-12	SUNNYVALE FORD	00599261	F0CS904129	LABOR - V#3531 WO#161041	Fleet Operation Fund	1,282.50
2026-06-12	SUNNYVALE FORD	00599261	F0CS904129	PARTS - V#3531 WO#161041	Fleet Operation Fund	58.69
				Total for Payment No.:		2,879.75

Payment No: 037151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MT TIRE SERVICE, LLC	00599939	39243	TIRES	Fleet Operation Fund	229.38
2026-06-12	MT TIRE SERVICE, LLC	00599939	39243	CA TIRE TAX	Fleet Operation Fund	1.75
2026-06-12	MT TIRE SERVICE, LLC	00599941	39348	TIRES	Fleet Operation Fund	342.42
2026-06-12	MT TIRE SERVICE, LLC	00599941	39348	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599942	39347	TIRES	Fleet Operation Fund	342.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MT TIRE SERVICE, LLC	00599942	39347	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599943	39351	TIRES	Fleet Operation Fund	342.42
2026-06-12	MT TIRE SERVICE, LLC	00599943	39351	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599944	39427	TIRES	Fleet Operation Fund	417.05
2026-06-12	MT TIRE SERVICE, LLC	00599944	39427	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599945	39418	TIRES	Fleet Operation Fund	346.81
2026-06-12	MT TIRE SERVICE, LLC	00599945	39418	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599946	39354	TIRES	Fleet Operation Fund	368.76
2026-06-12	MT TIRE SERVICE, LLC	00599946	39354	CA TIRE TAX	Fleet Operation Fund	3.50
2026-06-12	MT TIRE SERVICE, LLC	00599947	39593	TIRES	Fleet Operation Fund	142.68
2026-06-12	MT TIRE SERVICE, LLC	00599947	39593	CA TIRE TAX	Fleet Operation Fund	1.75
2026-06-12	MT TIRE SERVICE, LLC	00600054	39249	ITEM 2084 CUC SERVICES	Solid Waste Program	30.00
2026-06-12	MT TIRE SERVICE, LLC	00600023	39580	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2026-06-12	MT TIRE SERVICE, LLC	00600024	39581	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2026-06-12	MT TIRE SERVICE, LLC	00600025	39582	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2026-06-12	MT TIRE SERVICE, LLC	00600026	39583	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2026-06-12	MT TIRE SERVICE, LLC	00600027	39592	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
				Total for Payment No.:		2,861.44

Payment No: 734931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PARS	00600649	60541	ARS PARS FEES - APRIL 2026	General Fund	2,837.29
				Total for Payment No.:		2,837.29

Payment No: 734507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ORLANDI TRAILER INC	00599537	241112	PARTS - V#3627 WO#160392	Fleet Operation Fund	745.57
2026-06-18	ORLANDI TRAILER INC	00599537	241112	REPAIR	Fleet Operation Fund	2,082.00
				Total for Payment No.:		2,827.57

Payment No: 037198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DELL MARKETING LP	00600698	10874710290	NEW DELL PRO PRECISION 7 T1 DE	General Government - Other	1,648.77
2026-06-18	DELL MARKETING LP	00600698	10874710290	NEW DELL PRO PRECISION 7 T1 DE	General Government - Other	920.63
2026-06-18	DELL MARKETING LP	00600698	10874710290	EQUIPMENT - NON TAXABLE	General Government - Other	154.85
2026-06-18	DELL MARKETING LP	00600698	10874710290	EQUIPMENT - NON TAXABLE	General Government - Other	86.47
				Total for Payment No.:		2,810.72

Payment No: 734909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	HERITAGE LANDSCAPE SUPPLY	00601132	0027793611-001	SHOP TOOLS/ SPRINKLER HEADS	General Fund	1,851.20
2026-07-10	HERITAGE LANDSCAPE SUPPLY	00600761	0027591513-001	TEMPO STATION MASTER KIT	General Fund	244.40
2026-07-10	HERITAGE LANDSCAPE SUPPLY	00600765	0027690291-001	RB DIAPHRAGM ASSEMBLY	General Fund	177.53
2026-07-10	HERITAGE LANDSCAPE SUPPLY	00600767	0027689718-001	FOLDING SAW/ ACCESSORIES	General Fund	158.30
2026-07-10	HERITAGE LANDSCAPE SUPPLY	00600752	0027605171-001	PVC/ BRASS FITTINGS	General Fund	306.43
				Total for Payment No.:		2,737.86

Payment No: 734715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HERITAGE GROWERS	00601062	43389JUN2026	REFUND PAYMENT NOT FOR CSC	CORE Cashiering Clearing	2,737.84
				Total for Payment No.:		2,737.84

Payment No: 734725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JANA SOKALE	00600939	23	DESIGN PROFESSIONAL SERVICES F	Streets and Highways Capital F	2,737.50
				Total for Payment No.:		2,737.50

Payment No: 734661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AG TRANSMISSION REPAIR INC	00600436	15889	LABOR - V#3582 WO#161094	Fleet Operation Fund	1,530.00
2026-06-26	AG TRANSMISSION REPAIR INC	00600436	15889	PARTS - V#3582 WO#161094	Fleet Operation Fund	1,162.24
2026-06-26	AG TRANSMISSION REPAIR INC	00600436	15889	HAZ WASTE FEE - V#3582	Fleet Operation Fund	40.00
				Total for Payment No.:		2,732.24

Payment No: 734386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNIQUE TOWING	00599265	26-292476	TOWING - V#3282 WO#159381	Fleet Operation Fund	1,170.13
2026-06-12	UNIQUE TOWING	00599266	26-292699	TOW - V#3583 WO#160981	Fleet Operation Fund	155.00
2026-06-12	UNIQUE TOWING	00599267	26-293360	TOW - V#3282 WO#159381	Fleet Operation Fund	1,170.13
2026-06-12	UNIQUE TOWING	00599268	26-293810	TOW - V#3512 WO#161089	Fleet Operation Fund	232.50
				Total for Payment No.:		2,727.76

Payment No: 037135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599226	184559	PARTS - V#3669	Fleet Operation Fund	68.51
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599227	184593	PARTS - V#3669	Fleet Operation Fund	1,151.77
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599224	184563	PARTS - V#3121	Fleet Operation Fund	143.80
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599225	184565	PARTS - V#D7821	Fleet Operation Fund	123.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599222	184607	PUMP TEST - V#3259 WO#160689	Fleet Operation Fund	804.48
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599223	184614	PARTS - V#3582	Fleet Operation Fund	201.44
2026-06-12	HI-TECH EMERGENCY VEHICLE SERVICE INC	00599222	184607	FUEL - V#3259 WO#160689	Fleet Operation Fund	212.46
				Total for Payment No.:		2,706.03

Payment No: 037342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	R & R INDUSTRIES INC	00600068	716260	SAFTEY VESTS	General Fund	1,743.06
2026-06-26	R & R INDUSTRIES INC	00601414	715914	JACKET WITH HOOD, LARGE, YELLO	Water Utility	269.44
2026-06-26	R & R INDUSTRIES INC	00601414	715914	JACKET WITH HOOD, XXLARGE, YEL	Water Utility	404.15
2026-06-26	R & R INDUSTRIES INC	00601414	715914	RAINPANT TROUSERS, LARGE, YELL	Water Utility	207.43
2026-06-26	R & R INDUSTRIES INC	00601414	715914	SHIPPING	Water Utility	72.90
				Total for Payment No.:		2,696.98

Payment No: 734665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AMERICA LEARNS LLC	00599974	4160	IMPACT SUITE THROUGH 6/30/2026	Library Operating Grant Fund	2,667.00
				Total for Payment No.:		2,667.00

Payment No: 037182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AEMTEK, INC	00600543	26050108	ROUTINE & AS-NEEDED BACTERIOLO	Water Utility	2,661.00
				Total for Payment No.:		2,661.00

Payment No: 734510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PARS	00599667	60353	ARS PARS FEES - MARCH 2026	General Fund	2,646.00
				Total for Payment No.:		2,646.00

Payment No: 734556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		2,641.50

Payment No: 734684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CARRIE L FORREST PHD	00600416	ABL001-06-2026	CLIENT ABL001 SESSIONS 1-11	General Fund	2,600.00
				Total for Payment No.:		2,600.00

Payment No: 734592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SEAN M TRACY	00601056	40095JUN2026	TRAINING REIMBURSEMENT	General Fund	2,575.00
				Total for Payment No.:		2,575.00

Payment No: 734717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HEXAGON TRANSPORTATION	00601055	19228	ADMIN AND MANAGEMENT	General Government - Other	2,551.20
				Total for Payment No.:		2,551.20

Payment No: 037381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CITY OF SANTA CLARA EMPLOYEES	00601859	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	2,551.00
				Total for Payment No.:		2,551.00

Payment No: 037102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CITY OF SANTA CLARA EMPLOYEES	00600382	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	2,551.00
				Total for Payment No.:		2,551.00

Payment No: 037386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PUBLIC SAFETY NON-SWORN	00601858	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	2,550.00
				Total for Payment No.:		2,550.00

Payment No: 734687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CERTIFIED TRAVEL MEDIA LLC	00601011	INV-00006763	VISITOR GUIDE JUNE26	Deposit Funds.	2,513.90
				Total for Payment No.:		2,513.90

Payment No: 734713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HEALTHINVEST HRA	00600065	32307MAY2026	Monthly Admin Fee (May 2026)	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 734679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CALIF LIBRARY ASSN	00600434	300016880	MEMBERSHIP FEES 26/27	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 037210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRANITE ROCK CO #29145	00600697	2290308	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	374.62
2026-06-18	GRANITE ROCK CO #29145	00600697	2290308	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	374.62
2026-06-18	GRANITE ROCK CO #29145	00600697	2290308	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	374.62
2026-06-18	GRANITE ROCK CO #29145	00600697	2290308	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	1,373.62
				Total for Payment No.:		2,497.48

Payment No: 734946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA WEEKLY	00601621	1250397	3250 JAY ST	General Fund	1,372.00
2026-07-10	SANTA CLARA WEEKLY	00601584	1250392	PUBLIC HEARING ANNOUNCEMENT	Water Utility Construction	1,080.00
				Total for Payment No.:		2,452.00

Payment No: 037310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	INGRAM LIBRARY SERVICES LLC	00599948	96950678	1241/1233/1235 AD BK	General Fund	1,397.22
2026-06-26	INGRAM LIBRARY SERVICES LLC	00599948	96950678	1231/1233/1235 JUV BK	General Fund	759.83
2026-06-26	INGRAM LIBRARY SERVICES LLC	00599948	96950678	1232/1233/1235 YA BK	General Fund	264.14
				Total for Payment No.:		2,421.19

Payment No: 734658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	A-Z CREATIVITY LLC	00600901	1117	Instructor Payments	General Fund	2,403.55
				Total for Payment No.:		2,403.55

Payment No: 734711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GROWING IQ CALIFORNIA INC	00600902	5212026	AS-NEEDED ENRICHMENT PROGRAM S	General Fund	1,750.00
2026-06-26	GROWING IQ CALIFORNIA INC	00600903	6022026	AS-NEEDED ENRICHMENT PROGRAM S	General Fund	630.00
				Total for Payment No.:		2,380.00

Payment No: 037299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GRANITE ROCK CO #29145	00601034	2291487	ADDITIONAL FUNDING FOR AS-NEED	Water Utility Construction	1,294.96
2026-06-26	GRANITE ROCK CO #29145	00601034	2291487	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	353.17
2026-06-26	GRANITE ROCK CO #29145	00601034	2291487	ADDITIONAL FUNDING FOR AS-NEED	Water Utility	353.17
2026-06-26	GRANITE ROCK CO #29145	00601034	2291487	ADDITIONAL FUNDING FOR AS-NEED	Sewer Utility	353.17
				Total for Payment No.:		2,354.47

Payment No: 734966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WATERWORKS INDUSTRIES, INC	00582346	26580	ADDITIONAL REPAIRS	Convention Cnt Maintenance Dis	2,340.00
				Total for Payment No.:		2,340.00

Payment No: 734952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SUNNYVALE FORD	00601318	F0CS905130	LABOR - V3388	Fleet Operation Fund	80.00
2026-07-10	SUNNYVALE FORD	00601318	F0CS905130	PARTS - V3388	Fleet Operation Fund	80.02
2026-07-10	SUNNYVALE FORD	00601320	F0CS904468	LABOR - V3527	Fleet Operation Fund	1,440.00
2026-07-10	SUNNYVALE FORD	00601320	F0CS904468	PARTS - V3527	Fleet Operation Fund	354.47
2026-07-10	SUNNYVALE FORD	00601321	276496	PARTS - V3390	Fleet Operation Fund	148.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SUNNYVALE FORD	00601322	276826	PARTS - V3497	Fleet Operation Fund	82.04
2026-07-10	SUNNYVALE FORD	00601323	276711	PARTS - V3390	Fleet Operation Fund	150.14
				Total for Payment No.:		2,335.60

Payment No: 734755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	REBOUND BASKETBALL	00600924	018	ADDITIONAL FUNDING FOR ONGOING	General Fund	2,332.20
				Total for Payment No.:		2,332.20

Payment No: 734469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FREMONT CHEVROLET CADILLAC BUICK GMC	00599376	1184753	LABOR - V3518	Fleet Operation Fund	1,137.50
2026-06-18	FREMONT CHEVROLET CADILLAC BUICK GMC	00599376	1184753	PARTS - V3518	Fleet Operation Fund	1,179.24
				Total for Payment No.:		2,316.74

Payment No: 734331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GROSH SCENIC RENTALS INC	00600169	209204	AS-NEEDED RENTAL OF THEATRE CL	General Fund	1,605.20
2026-06-12	GROSH SCENIC RENTALS INC	00600169	209204	AS-NEEDED RENTAL OF THEATRE CL	General Fund	702.88
				Total for Payment No.:		2,308.08

Payment No: 734769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STANFORD HOSPITAL AND CLINICS	00600414	10004116	MEDICAL DIRECTOR SERVICES	General Fund	2,296.00
				Total for Payment No.:		2,296.00

Payment No: 037166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	TRUEPOINT SOLUTIONS, LLC	00598830	49588	Planning - April 2026	General Fund	586.98
2026-06-12	TRUEPOINT SOLUTIONS, LLC	00598831	49575	Public Works - April 2026	General Fund	157.94
2026-06-12	TRUEPOINT SOLUTIONS, LLC	00598832	49572	Finance - April 2026	General Fund	1,542.53
				Total for Payment No.:		2,287.45

Payment No: 734263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ASHOORINA BARRETO	00600316	PRCK#105610	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	2,257.63
				Total for Payment No.:		2,257.63

Payment No: 734392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	Y&C AUTO BODY SHOP	00599270	2259	LABOR - V#3781 WO#160976	Vehicle Replacement Fund	2,235.00
				Total for Payment No.:		2,235.00

Payment No: 734412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LINH LAM	00600685	22635JUN2026	EMPLOYEE RECOGNITION LUNCH	General Fund	2,214.53
				Total for Payment No.:		2,214.53

Payment No: 037421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	KNORR SYSTEMS INT'L LLC	00601135	311280	FASTENING HARDWARE	General Fund	2,195.09
				Total for Payment No.:		2,195.09

Payment No: 004033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-06	NAVIA BENEFIT SOLUTIONS, INC	00601504	11095005	DD: NAVIA ADMIN FEE JUN26	General Fund	468.74
2026-07-06	NAVIA BENEFIT SOLUTIONS, INC	00601504	11095005	DD: NAVIA ADMIN FEE JUN26	General Fund	69.66
2026-07-06	NAVIA BENEFIT SOLUTIONS, INC	00601504	11095005	DD: NAVIA ADMIN FEE JUN26	Payroll Liability&ClearingAcct	1,593.60
2026-07-06	NAVIA BENEFIT SOLUTIONS, INC	00601504	11095005	DD: NAVIA ADMIN FEE JUN26	Payroll Liability&ClearingAcct	30.34
				Total for Payment No.:		2,162.34

Payment No: 037359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TENNYSON ELECTRIC LLC	00601036	125022-4	CONTINGENCY.	Streets and Highways Capital F	2,260.65
2026-06-26	TENNYSON ELECTRIC LLC	00601036	125022-4	RETENTION	Streets and Highways Capital F	-113.03
				Total for Payment No.:		2,147.62

Payment No: 037378

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ZO AGENCY	00601280	4358	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	2,145.83
				Total for Payment No.:		2,145.83

Payment No: 037322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LINNEA SHEEHY	00601213	2605	CHANGE ORDER #7: ADDITIONAL FU	General Fund	2,132.50
				Total for Payment No.:		2,132.50

Payment No: 734798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA AIR QUALITY	00600797	T198873	26.2027 MARTIN ANNUAL PERMIT	Water Utility	2,116.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,116.00

Payment No: 734943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA CO SOCIAL SVC AGCY	00601829	2457JUL2026	FY25-26 SENIOR NUTRITION	Deposit Funds.	2,109.00
				Total for Payment No.:		2,109.00

Payment No: 734739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MARIE A MILLER	00599842	SCFD002	CLIENT# 001SCFD26 SESSION 1-7	General Fund	2,097.50
				Total for Payment No.:		2,097.50

Payment No: 734771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	STEVEN DOLEZAL	00600102	05-26	Psych Services	General Fund	2,090.00
				Total for Payment No.:		2,090.00

Payment No: 734340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	IMPERIAL DADE WEST COAST	00599738	41375768	Janitorial Supplies	General Fund	1,476.21
2026-06-12	IMPERIAL DADE WEST COAST	00599740	41600886	Janitorial Supplies	General Fund	587.14
				Total for Payment No.:		2,063.35

Payment No: 734308

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CINCO BOOKS CORP	00599184	51394	1232 JUV BK	General Fund	2,054.00
				Total for Payment No.:		2,054.00

Payment No: 000198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	LN CURTIS & SONS	00600032	INV1071442	ONE-SHOT 2 PRODUCTS LIQUID DIS	Fire Department	481.80
2026-06-11	LN CURTIS & SONS	00600035	INV1069843	ONE-SHOT 2 PRODUCTS LIQUID DIS	Fire Department	481.80
2026-06-11	LN CURTIS & SONS	00600035	INV1069843	SHIPPING	Fire Department	600.00
2026-06-11	LN CURTIS & SONS	00600030	INV1071446	ONE-SHOT 2 PRODUCTS LIQUID DIS	Fire Department	481.80
				Total for Payment No.:		2,045.40

Payment No: 734919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LINCOLN AQUATICS	00601089	36184869	POOL EPOXY/ CONDITIONER	General Fund	167.61
2026-07-10	LINCOLN AQUATICS	00601090	36184877	POOL EPOXY	General Fund	47.30
2026-07-10	LINCOLN AQUATICS	00600754	36184413	BULK LIQUID CHLORINE	General Fund	984.46
2026-07-10	LINCOLN AQUATICS	00600755	36184534	BULK MURIATIC ACID	General Fund	845.08
				Total for Payment No.:		2,044.45

Payment No: 734451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	COGENT COMMUNICATIONS	00599870	CITYOFSA00023JUN2026	INTERNET SERVICES	Information Technology Service	1,951.00
2026-06-18	COGENT COMMUNICATIONS	00599871	CITYOFSA00015JUN2026	INTERNET SERVICES	Information Technology Service	50.00
				Total for Payment No.:		2,001.00

Payment No: 734593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SIDDHARTHA CHIB	00601050	19607JUN2026	TRAINING REIMBURSEMENT	General Fund	1,990.00
				Total for Payment No.:		1,990.00

Payment No: 734590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	RODRIGO GALINDO	00601052	12729JUN2026	TRAINING REIMBURSEMENT	General Fund	1,990.00
				Total for Payment No.:		1,990.00

Payment No: 734573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELVEDIN BESLAGIC	00601053	29983JUN2026	TRAINING REIMBURSEMENT	General Fund	1,990.00
				Total for Payment No.:		1,990.00

Payment No: 734570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DANIEL HARRINGTON	00601057	29974JUN2026	TRAINING REIMBURSEMENT	General Fund	1,990.00
				Total for Payment No.:		1,990.00

Payment No: 037124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	COAST COUNTIES TRUCK	00599206	00153882S	LABOR - V#3640 WO# 160663	Fleet Operation Fund	1,957.31
2026-06-12	COAST COUNTIES TRUCK	00599206	00153882S	SUPPLIES - V#3640 WO# 160663	Fleet Operation Fund	21.32
				Total for Payment No.:		1,978.63

Payment No: 734695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	D&M TRAFFIC SERVICES	00600932	579037	PAINT, MARKING, BLUE. AERVOE #	Water Utility	316.08
2026-06-26	D&M TRAFFIC SERVICES	00600932	579037	PAINT, MARKING, WHITE. AERVOE	Water Utility	237.06
2026-06-26	D&M TRAFFIC SERVICES	00600367	579143	MATERIALS - STREET	General Fund	228.28
2026-06-26	D&M TRAFFIC SERVICES	00600368	579136	MATERIALS - STREET	General Fund	766.49
				Total for Payment No.:		1,547.91

Payment No: 000239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	CINTAS CORP #630	00601432	4273040182	2026 JUN WATER UNIFORM SERVICE	Water Utility	1,110.01
2026-07-09	CINTAS CORP #630	00601432	4273040182	2026 JUN SEWER UNIFORM SERVICE	Sewer Utility	180.58
2026-07-09	CINTAS CORP #630	00600801	4272277443	2026 JUN WATER UNIFORM SERVICE	Water Utility	470.15
2026-07-09	CINTAS CORP #630	00600801	4272277443	2026 JUN SEWER UNIFORM SERVICE	Sewer Utility	180.58
				Total for Payment No.:		1,941.32

Payment No: 037277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BOUND TREE MEDICAL LLC	00600265	86236669	NON-TAXABLE NALOXONE	General Fund	275.99
2026-06-26	BOUND TREE MEDICAL LLC	00600265	86236669	TAXABLE ITEMS	General Fund	305.99
2026-06-26	BOUND TREE MEDICAL LLC	00600413	86238295	AMIODARONE	General Fund	95.39
2026-06-26	BOUND TREE MEDICAL LLC	00600256	86224325	ELECTRODES - EMS SUPPLIES	General Fund	71.12
2026-06-26	BOUND TREE MEDICAL LLC	00600262	86234811	MASIMO RAINBOW SET, CABLE	General Fund	1,168.48
				Total for Payment No.:		1,916.97

Payment No: 037286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DANA L INGERSOLL	00600246	241-7	CLIENT 241-7 SESSIONS 7-11	General Fund	950.00
2026-06-26	DANA L INGERSOLL	00600248	242-8	CLIENT 242-8 SESSIONS 5-9	General Fund	950.00
				Total for Payment No.:		1,900.00

Payment No: 734300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T MOBILITY	00599142	287354097878X05192026	PD MDC FIRSTNET WIRELESS	General Fund	1,846.77
				Total for Payment No.:		1,846.77

Payment No: 734830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MOISES CAMPOS	00601509	42714JUN2026	CODE ENFORCEMENT TRAINING REIM	Water Utility	915.72
2026-07-10	MOISES CAMPOS	00601509	42714JUN2026	CODE ENFORCEMENT TRAINING REIM	Sewer Utility	915.71
				Total for Payment No.:		1,831.43

Payment No: 734347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LINCOLN AQUATICS	00598842	36182733	LIQUID CHLORINE	General Fund	724.84
2026-06-12	LINCOLN AQUATICS	00598844	36182744	LIQUID CHLORINE	General Fund	1,104.52
				Total for Payment No.:		1,829.36

Payment No: 734777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TELEFLEX LLC	00600270	9511684794	EMS SUPPLIES	General Fund	1,821.85
				Total for Payment No.:		1,821.85

Payment No: 734932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PETRINOVICH PUGH & COMPANY LLP	00601505	412911	PREP OF TAX RETURNS	Deposit Funds.	1,820.00
				Total for Payment No.:		1,820.00

Payment No: 734528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SANTA CLARA WEEKLY	00599271	1250371	LEGAL AD - PUBLIC HEARING	Downtown Parking Maintenance D	1,820.00
				Total for Payment No.:		1,820.00

Payment No: 000214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	SANTA CLARA LIGHTING, INC.	00599901	36989	SUPPLIES	General Fund	82.09
2026-06-17	SANTA CLARA LIGHTING, INC.	00599781	36467	LED TALL PACK	General Fund	327.21
2026-06-17	SANTA CLARA LIGHTING, INC.	00599393	36992	BALLASTS & TOOLS	General Fund	1,408.86
				Total for Payment No.:		1,818.16

Payment No: 734301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BELKORP AG, LLC	00599204	1201179	PARTS - V#3810	Fleet Operation Fund	1,801.22
				Total for Payment No.:		1,801.22

Payment No: 734940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	RIGHT ANGLE DESIGN	00601548	6996	2026 INSIDE SC SUMMER	General Fund	1,800.00
				Total for Payment No.:		1,800.00

Payment No: 734891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COSTAR REALTY INFORMATION INC	00601658	123842789	SUBSCRIPTION SVCS APR 2026	Deposit Funds.	860.00
2026-07-10	COSTAR REALTY INFORMATION INC	00601506	124218708	COSTAR SUB SVCS JUNE 2026	Deposit Funds.	902.14
				Total for Payment No.:		1,762.14

Payment No: 734657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
2026-06-26	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		1,754.00

Payment No: 734320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	DR OLGA GERASIMENKO	00599064	2627328-0002	CLIENT X-01 SESSIONS 6-12	General Fund	1,750.00
				Total for Payment No.:		1,750.00

Payment No: 734564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BOB ZAMARONI	00600422	43522JUN2026	REFUND EP26-0318 FEE	General Fund	435.00
2026-06-26	BOB ZAMARONI	00600422	43522JUN2026	REFUND EP26-0318 PLAN CK	General Fund	803.00
2026-06-26	BOB ZAMARONI	00600422	43522JUN2026	REFUND EP26-0318 ENGR TCHNLGY	General Fund	41.72
				Total for Payment No.:		1,279.72

Payment No: 000244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	JP GRAPHICS INC	00601493	110742	MATERIALS - STREET	General Fund	1,716.13
				Total for Payment No.:		1,716.13

Payment No: 037255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNITAS GLOBAL INC.	00599872	INV15052735	INTERNET SERVICES	Information Technology Service	1,710.28
				Total for Payment No.:		1,710.28

Payment No: 734491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LUPE LIMA	00599757	46331	tow fees/storage	General Fund	680.00
2026-06-18	LUPE LIMA	00599769	46340	TOW FEES	General Fund	310.00
2026-06-18	LUPE LIMA	00599770	46247	TOW FEES	General Fund	387.50
2026-06-18	LUPE LIMA	00599771	46352	TOW FEES	General Fund	310.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,687.50

Payment No: 734555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WEST COAST SAND & GRAVEL INC	00599396	944423	BALL FIELD CONSTRUCTION MEDIUM	General Fund	1,189.46
2026-06-18	WEST COAST SAND & GRAVEL INC	00599396	944423	BALL FIELD CONSTRUCTION MEDIUM	General Fund	495.00
				Total for Payment No.:		1,684.46

Payment No: 000236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	UNITED SITE SERVICES INC	00600011	114-14242860	HENRY SCHMIDT RENTAL (T)	General Fund	312.79
2026-06-25	UNITED SITE SERVICES INC	00600011	114-14242860	HENRY SCHMIDT RENTAL (NON-T)	General Fund	201.88
2026-06-25	UNITED SITE SERVICES INC	00600236	INV-6138725	NON-TAX	General Fund	1,038.00
2026-06-25	UNITED SITE SERVICES INC	00600236	INV-6138725	2582 CABRILLO AVE RR RENTAL	General Fund	131.70
				Total for Payment No.:		1,684.37

Payment No: 734436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1241 AD VG	General Fund	238.30
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1235 AD/JUV VG	General Fund	123.14
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1233 AD/JUV VG	General Fund	76.82
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1236 AD/JUV VG	General Fund	26.57
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1241 AD BK	General Fund	664.21
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1231 JUV BK	General Fund	118.33
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	1236 AD BK	General Fund	24.15
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	SUPPLIES	General Fund	349.75
2026-06-18	AMAZON CAPITAL SERVICES, INC.	00599448	1CGV-9FKL-4RKW	SHIPPING AND HANDLING	General Fund	8.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,629.93

Payment No: 734707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GEOTAB USA INC	00600994	IN492656	GEOTAB GO9B TELEMATICS DEVICE,	Fleet Operation Fund	1,625.07
				Total for Payment No.:		1,625.07

Payment No: 734335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HISTORIC PRESERVATION SOCIETY	00600099	1305MAY2026	SC HISTORIC HOME TOUR	General Fund	1,608.38
				Total for Payment No.:		1,608.38

Payment No: 037296

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GOODYEAR COMMERCIAL TIRE & SERVICE	00600339	184-1104270	PARTS - STOCK	Fleet Operation Fund	1,585.70
2026-06-26	GOODYEAR COMMERCIAL TIRE & SERVICE	00600339	184-1104270	CA WASTE TIRE FEE	Fleet Operation Fund	19.25
				Total for Payment No.:		1,604.95

Payment No: 037347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SCOTT'S PPE RECON INC	00600245	40805	PPE DETERGENT AND DISINFECTANT	General Fund	1,602.19
				Total for Payment No.:		1,602.19

Payment No: 037196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	229.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.93
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	129.20
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	62.54
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	291.12
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	30.26
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	495.72
2026-06-18	COMCAST	00600746	5/23/26AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	307.00
				Total for Payment No.:		1,592.37

Payment No: 734341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	IRVINE MANAGEMENT COMPANY	00600165	REFUND AR ITEM -96882	AR CREDIT BALANCE REFUND	General Fund	1,584.62
				Total for Payment No.:		1,584.62

Payment No: 734287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ALL STAR GLASS LLC	00600048	4785907	AUTOMOTIVE GLASS	Fleet Operation Fund	1,086.68
2026-06-12	ALL STAR GLASS LLC	00600048	4785907	LABOR: AUTOMOTIVE GLASS REPAIR	Fleet Operation Fund	262.50
2026-06-12	ALL STAR GLASS LLC	00600048	4785907	AUTOMOTIVE GLASS	Fleet Operation Fund	225.00
				Total for Payment No.:		1,574.18

Payment No: 037158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	RAJWANT S CHAHAL	00600097	22014JUN2026	2026 CERAMIC FESTIVAL	General Fund	1,558.55
				Total for Payment No.:		1,558.55

Payment No: 734349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LOUIS LEOS	00598748	43513MAY2026	BLDG Plan Check	Building New Dvlpmnt Srvc Fee	1,341.56
2026-06-12	LOUIS LEOS	00598748	43513MAY2026	BLD Tech Fee	General Fund	45.21
2026-06-12	LOUIS LEOS	00598748	43513MAY2026	Advanced Planning Surcharge	General Fund	166.22
				Total for Payment No.:		1,552.99

Payment No: 037218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	INDUSTRIAL SCIENTIFIC CORP	00600546	2924884	GAS MONITORING EQUIPMENT	Sewer Utility	1,544.96
				Total for Payment No.:		1,544.96

Payment No: 037306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HI-TECH EMERGENCY VEHICLE SERVICE INC	00600347	184721	PARTS - V#3122	Fleet Operation Fund	1,541.17
				Total for Payment No.:		1,541.17

Payment No: 037308

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	HSQ TECHNOLOGY INC	00600799	123341-12	QUARTERLY PHONE SUPPORT (SCADA	Storm Drain	1,540.00
				Total for Payment No.:		1,540.00

Payment No: 004030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CAL PERS - PO BOX 1982	00601476	100000018291125	DD EMPLOYER/EMPLOYEE ARREARS	General Fund	1,535.70
				Total for Payment No.:		1,535.70

Payment No: 734316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	DAVID'S RALLY WHEELS, INC.	00599207	105627	TIRE DISPOSAL	Fleet Operation Fund	1,520.00
				Total for Payment No.:		1,520.00

Payment No: 734947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SHIFT IN PERSPECTIVE, INC.	00601332	4	CLIENT 333007 SESSIONS 4-7	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 734754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PRN INTERMEDIATE HOLDCO, INC	00601420	06042619216	2 ERGONOMIC EVALS	General Fund	600.00
2026-06-26	PRN INTERMEDIATE HOLDCO, INC	00601421	03052618036	ERGONOMIC EVAL	General Fund	300.00
2026-06-26	PRN INTERMEDIATE HOLDCO, INC	00601421	03052618036	ERGONOMIC EVAL	General Fund	300.00
2026-06-26	PRN INTERMEDIATE HOLDCO, INC	00601421	03052618036	ERGONOMIC EVAL	S.C.Stadium Authority Ops	300.00
				Total for Payment No.:		1,500.00

Payment No: 734819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LAWRENCE TAM	00601433	39545JUN2026	2025 CWEA MEMBERSHP/CSM G2 EXM	Water Utility	463.00
2026-07-10	LAWRENCE TAM	00601434	39545JUN2026A	2026 CWEA/WDO D3/PE/CSM G2 EXM	Water Utility	1,019.99
				Total for Payment No.:		1,482.99

Payment No: 037409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GARDENLAND POWER EQUIPMENT	00601133	1263766	POWERTOOL ACCESSORIES	General Fund	1,229.78
2026-07-10	GARDENLAND POWER EQUIPMENT	00601218	1263171	PARTS - V3122	Fleet Operation Fund	251.99
				Total for Payment No.:		1,481.77

Payment No: 037405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	129.20
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	229.60
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.93
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	62.54
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	291.12
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	30.26
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	369.72
2026-07-10	COMCAST	00601877	6/23/26AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	307.00
				Total for Payment No.:		1,466.37

Payment No: 734843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	1,462.40
				Total for Payment No.:		1,462.40

Payment No: 037129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GOODYEAR COMMERCIAL TIRE & SERVICE	00599228	184-1104175	PARTS - STOCK	Fleet Operation Fund	1,432.46
2026-06-12	GOODYEAR COMMERCIAL TIRE & SERVICE	00599228	184-1104175	CA WASTE TIRE FEE	Fleet Operation Fund	19.25
				Total for Payment No.:		1,451.71

Payment No: 037252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SUMMIT UNIFORMS	00599874	42379	SEO T. Mariucci Uniform	General Fund	249.70
2026-06-18	SUMMIT UNIFORMS	00599876	42375	SEO R. Padilla Uniform	General Fund	249.70
2026-06-18	SUMMIT UNIFORMS	00599675	42050	Hirsch Uniforms	General Fund	343.20
2026-06-18	SUMMIT UNIFORMS	00599674	42049	Julian-Austria Uniforms	General Fund	348.70
2026-06-18	SUMMIT UNIFORMS	00599877	42313	TC N. Newberg	General Fund	249.70
				Total for Payment No.:		1,441.00

Payment No: 734714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES[redacted]	[redacted]	[redacted]
				Total for Payment No.:		1,430.00

Payment No: 734674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BAY PRO	00601149	30323	AS NEEDED LANDSCAPE MAINT FOR	Water Utility	1,412.14
				Total for Payment No.:		1,412.14

Payment No: 734773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUNNYVALE FORD	00600397	276116	PARTS - V#3176	Fleet Operation Fund	116.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SUNNYVALE FORD	00600401	276385	PARTS - V#3215	Fleet Operation Fund	251.16
2026-06-26	SUNNYVALE FORD	00600398	276158	PARTS - V#3323	Fleet Operation Fund	157.52
2026-06-26	SUNNYVALE FORD	00600399	276169	PARTS - V#3534	Fleet Operation Fund	490.51
2026-06-26	SUNNYVALE FORD	00600400	276285	PARTS - V#3176	Fleet Operation Fund	312.46
2026-06-26	SUNNYVALE FORD	00600401	276385	CORE PRICE	Fleet Operation Fund	75.00
				Total for Payment No.:		1,402.77

Payment No: 037117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BOUND TREE MEDICAL LLC	00598929	86213674	EMS MEDICAL SUPPLIES TAX	General Fund	14.25
2026-06-12	BOUND TREE MEDICAL LLC	00598929	86213674	EMS MEDICAL SUPPLIES NONTAX	General Fund	612.53
2026-06-12	BOUND TREE MEDICAL LLC	00598930	86215322	EMS MEDICAL SUPPLIES	General Fund	551.98
2026-06-12	BOUND TREE MEDICAL LLC	00600329	66936341	AS NEEDED EMERGENCY MEDICAL SE	General Fund	124.57
2026-06-12	BOUND TREE MEDICAL LLC	00600329	66936341	AS NEEDED EMERGENCY MEDICAL SE	General Fund	96.97
				Total for Payment No.:		1,400.30

Payment No: 734951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STEVENS CREEK XPRESS CAR WASH	00601230	28-097	MAY 2026 CARWASH	Fleet Operation Fund	1,400.00
				Total for Payment No.:		1,400.00

Payment No: 734893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COUNTY OF SANTA CLARA DEPT	00601438	IN1378342	SR CTR ENVIR HEALTH DEPT FEE	General Fund	1,377.00
				Total for Payment No.:		1,377.00

Payment No: 734917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LIBRARY IDEAS, LLC	00601606	128089	1231 JUV ABK	General Fund	1,373.22
				Total for Payment No.:		1,373.22

Payment No: 037107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PUBLIC SAFETY NON-SWORN	00600381	05/10/26-06/06/26	UNION DUES B2611 B2612	Payroll Liability&ClearingAcct	1,350.00
				Total for Payment No.:		1,350.00

Payment No: 734481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,343.00

Payment No: 734854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA FRANCHISE TAX BOARD	00601865	06/21/26-07/04/26AL	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	1,338.88
				Total for Payment No.:		1,338.88

Payment No: 037361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TONY JANOVICH	00600921	1006901	CHANGE ORDER #5: ADDITIONAL FU	General Fund	264.70
2026-06-26	TONY JANOVICH	00600921	1006901	CHANGE ORDER #6: ADDITIONAL FU	General Fund	1,039.40
				Total for Payment No.:		1,304.10

Payment No: 000209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	CINTAS CORP #630	00599661	4270036429	2026 MAY UNIFORM SERVICE WATER	Water Utility	468.17
2026-06-17	CINTAS CORP #630	00599661	4270036429	2026 MAY UNIFORM SERVICE SEWER	Sewer Utility	180.58
2026-06-17	CINTAS CORP #630	00599662	4270723697	2026 MAY UNIFORM SERVICE WATER	Water Utility	468.17
2026-06-17	CINTAS CORP #630	00599662	4270723697	2026 MAY UNIFORM SERVICE SEWER	Sewer Utility	180.58
				Total for Payment No.:		1,297.50

Payment No: 000215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	TARGET SPECIALTY PRODUCTS INC	00599375	INVP502167597	HERBICIDES	General Fund	1,287.89
				Total for Payment No.:		1,287.89

Payment No: 037256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	UNITED REFRIGERATION INC	00599902	19427812-00	SUPPLIES	General Fund	1,277.46
				Total for Payment No.:		1,277.46

Payment No: 734641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601448	06/07/26-06/20/26AL	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	1,276.72
				Total for Payment No.:		1,276.72

Payment No: 000243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	HILTI INC	00601503	4626247702	MATERIALS - STREET	General Fund	208.43
2026-07-09	HILTI INC	00601503	4626247702	LABOR - STREET	General Fund	24.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	HILTI INC	00601481	4626234422	MATERIALS - TRAFFIC	General Fund	1,041.56
				Total for Payment No.:		1,274.42

Payment No: 037178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WRA INC	00600014	23001-2-60374	WESTSIDE BASIN POST-CONSTRUCTI	Storm Drain	1,263.50
				Total for Payment No.:		1,263.50

Payment No: 734500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	NAPA AUTO PARTS	00599499	090148	PARTS - V#3779	Fleet Operation Fund	4.99
2026-06-18	NAPA AUTO PARTS	00599501	090300	PARTS - STOCK	Fleet Operation Fund	736.92
2026-06-18	NAPA AUTO PARTS	00599507	090318	PARTS - V#3043	Fleet Operation Fund	152.95
2026-06-18	NAPA AUTO PARTS	00599510	090331	PARTS - STOCK	Fleet Operation Fund	35.38
2026-06-18	NAPA AUTO PARTS	00599512	090336	PARTS - V#2809	Fleet Operation Fund	48.56
2026-06-18	NAPA AUTO PARTS	00599513	090549	PARTS - V#2809	Fleet Operation Fund	20.74
2026-06-18	NAPA AUTO PARTS	00599514	090551	PARTS - SVAC9	Fleet Operation Fund	12.65
2026-06-18	NAPA AUTO PARTS	00599516	090554	PARTS - STOCK	Fleet Operation Fund	21.71
2026-06-18	NAPA AUTO PARTS	00599526	090560	PARTS - STOCK	Fleet Operation Fund	41.49
2026-06-18	NAPA AUTO PARTS	00599529	090640	PARTS - V#3609	Fleet Operation Fund	9.12
2026-06-18	NAPA AUTO PARTS	00599531	090653	PARTS - V#3395	Fleet Operation Fund	162.52
2026-06-18	NAPA AUTO PARTS	00599534	090721	PARTS - V#3584	Fleet Operation Fund	12.29
				Total for Payment No.:		1,259.32

Payment No: 037139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	KEPT COMPANIES	00600028	x-D265094	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	1,251.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,251.50

Payment No: 734731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LANCASTER SAFETY CONSULTING INC	00600942	218579	HOT WORKS TRAINING	Water Utility	875.00
2026-06-26	LANCASTER SAFETY CONSULTING INC	00600942	218579	HOT WORKS TRAINING	Sewer Utility	375.00
				Total for Payment No.:		1,250.00

Payment No: 734483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KAIZEN INFOSOURCE LLC	00600609	SANTACLARA 20260602	RECORDS RETENTION APR MAY	General Fund	1,250.00
				Total for Payment No.:		1,250.00

Payment No: 734732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LANGUAGE LINE SOLUTIONS	00600104	11948531	LANGUAGE LINES SERVICES	Information Technology Service	1,235.06
				Total for Payment No.:		1,235.06

Payment No: 734577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JILLIAN DEBAR	00601422	32434JUN2026	DRIVER/OPERATOR 1C REIMB	General Fund	224.00
2026-06-26	JILLIAN DEBAR	00601422	32434JUN2026	TOWER RESCUE REIMB	General Fund	1,000.00
				Total for Payment No.:		1,224.00

Payment No: 734427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		1,214.46

Payment No: 734490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LINCOLN AQUATICS	00599373	36182940	DE POWDER	General Fund	1,213.65
				Total for Payment No.:		1,213.65

Payment No: 734581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LANDO GREY	00601048	40585JUN2026	TRAINING REIMB	General Fund	1,200.00
				Total for Payment No.:		1,200.00

Payment No: 037429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PACIFIC COAST PETROLEUM INC.	00601178	174139	FUEL - STOCK	Fleet Operation Fund	1,198.59
				Total for Payment No.:		1,198.59

Payment No: 734925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NAPA AUTO PARTS	00601221	094681	PARTS - STOCK	Fleet Operation Fund	321.78
2026-07-10	NAPA AUTO PARTS	00601222	094748	PARTS - STOCK	Fleet Operation Fund	12.07
2026-07-10	NAPA AUTO PARTS	00601223	094842	PARTS - V3843	Fleet Operation Fund	12.24
2026-07-10	NAPA AUTO PARTS	00601307	093404	PARTS - SHOP	Fleet Operation Fund	327.10
2026-07-10	NAPA AUTO PARTS	00601308	093009	PARTS - V3122	Fleet Operation Fund	5.38
2026-07-10	NAPA AUTO PARTS	00601309	092996	PARTS - RETURNED	Fleet Operation Fund	68.02
2026-07-10	NAPA AUTO PARTS	00601310	092986	PARTS - V3335	Fleet Operation Fund	43.09
2026-07-10	NAPA AUTO PARTS	00601313	093211	PARTS - V D2212	Fleet Operation Fund	86.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NAPA AUTO PARTS	00601154	094997	PARTS - SHOP	Fleet Operation Fund	162.16
2026-07-10	NAPA AUTO PARTS	00601174	094959	PARTS - V3701	Fleet Operation Fund	154.21
				Total for Payment No.:		1,192.23

Payment No: 000234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	TIFCO INDUSTRIES	00600402	72199770	PARTS - SHOP	Fleet Operation Fund	1,187.74
				Total for Payment No.:		1,187.74

Payment No: 734827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MCCOLLOCH, KEVIN	00601557	29036JUN2026	EXPLOSIVE BREACHING COURSE	General Fund	1,185.16
				Total for Payment No.:		1,185.16

Payment No: 734692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CORODATA RECORDS MANAGEMENT, INC	00601289	RS3793096	OFFSITE RECORDS STORAGE	General Fund	1,098.76
2026-06-26	CORODATA RECORDS MANAGEMENT, INC	00601290	RS7174037	OFFSITE RECORDS STORAGE	General Fund	61.50
				Total for Payment No.:		1,160.26

Payment No: 734264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BKF ENGINEERS	00600056	26050570	LAFAYETTE STREET CLASS IV BIKE	Streets and Highways Capital F	1,148.18
				Total for Payment No.:		1,148.18

Payment No: 037439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00601772	214739	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	1,142.30
				Total for Payment No.:		1,142.30

Payment No: 000199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	ROYAL BRASS INC	00599251	00386562	PARTS - CUC	Solid Waste Program	197.30
2026-06-11	ROYAL BRASS INC	00599252	00386725	PARTS - CUC	Solid Waste Program	295.41
2026-06-11	ROYAL BRASS INC	00599253	00386856	PARTS - CUC	Solid Waste Program	296.97
2026-06-11	ROYAL BRASS INC	00599254	00386863	PARTS - CUC	Solid Waste Program	347.86
				Total for Payment No.:		1,137.54

Payment No: 734578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JONATHAN E OTT	00601059	40592JUN2026	TRAINING REIMBURSEMENT	General Fund	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 734319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	[redacted]	[redacted]	[redacted]	[redacted]	General Fund	[redacted]
				Total for Payment No.:		1,098.94

Payment No: 000221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS CORP #630	00599986	4268348063	UNIFORM SVCS	General Fund	60.57
2026-06-25	CINTAS CORP #630	00599987	4269133876	UNIFORM SVCS	General Fund	60.57
2026-06-25	CINTAS CORP #630	00599988	4269870613	UNIFORM SVCS	General Fund	60.57
2026-06-25	CINTAS CORP #630	00599989	4270486051	UNIFORM SVCS	General Fund	60.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS CORP #630	00600253	4271537023	UNIFORM SVCS	Fleet Operation Fund	348.71
2026-06-25	CINTAS CORP #630	00600253	4271537023	SAFEWASHER SVC	Fleet Operation Fund	78.00
2026-06-25	CINTAS CORP #630	00600460	4272167684	UNIFORMS	General Fund	67.91
2026-06-25	CINTAS CORP #630	00600461	4271794472	UNIFORMS	General Fund	138.75
2026-06-25	CINTAS CORP #630	00600163	4266869429	UNIFORM SVC	General Fund	60.57
2026-06-25	CINTAS CORP #630	00600164	4271363744	UNIFORM SVC	General Fund	60.57
				Total for Payment No.:		996.79

Payment No: 734719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	IDESCO CORP	00600225	4179224	FIFA Credential Cards	General Fund	1,059.42
				Total for Payment No.:		1,059.42

Payment No: 037238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	OMEGA INDUSTRIAL SUPPLY INC	00599682	167706	MATERIALS - STREET - SO27466	General Fund	1,049.28
				Total for Payment No.:		1,049.28

Payment No: 734371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SMART CITY NETWORKS, L.P.	00599903	070-001-04-2026	IT QTRLY SERVICE FEE	Deposit Funds.	1,044.00
				Total for Payment No.:		1,044.00

Payment No: 037411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GOODYEAR COMMERCIAL TIRE & SERVICE	00601172	184-1104345	PARTS - STOCK	Fleet Operation Fund	1,008.52
2026-07-10	GOODYEAR COMMERCIAL TIRE & SERVICE	00601172	184-1104345	CA WASTE TIRE FEE	Fleet Operation Fund	12.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,020.77

Payment No: 037243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	RACHEL PECHTER OTR/L	00599843	3	CLIENT# 2112 SESSIONS 7-9	General Fund	1,020.00
				Total for Payment No.:		1,020.00

Payment No: 734686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CENTURY GRAPHICS	00600442	64866	Admin Jackets	General Fund	1,018.41
				Total for Payment No.:		1,018.41

Payment No: 734297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T CALNET	00599189	000025293422	TASMAN GARAGE ANALOG LINES	General Fund	1,005.97
				Total for Payment No.:		1,005.97

Payment No: 734700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ELIZABETH RAWSON, MD	00600369	467-12	CLIENT 467 SESSION 17-20	General Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 734751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PESTEC	00601240	389533	BURROWING ANIMAL CONTROL SERVI	Solid Waste Utility-Constructi	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 734334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HERITAGE LANDSCAPE SUPPLY	00598841	0027127940-001	RB POP UP HEADS	General Fund	23.66
2026-06-12	HERITAGE LANDSCAPE SUPPLY	00598846	0027065343-001	RB DIAPHRAGM ASSEMBLY	General Fund	292.63
2026-06-12	HERITAGE LANDSCAPE SUPPLY	00598847	0027069175-001	RB POP UP HEADS	General Fund	678.54
				Total for Payment No.:		994.83

Payment No: 734544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599440	6144369131	FIRE CRRD WIRELESS	General Fund	139.17
2026-06-18	VERIZON WIRELESS	00599440	6144369131	FIRE CRRD WIRELESS	Fire CUPA program Fund	185.56
2026-06-18	VERIZON WIRELESS	00599440	6144369131	FIRE CRRD WIRELESS	General Fund	278.34
2026-06-18	VERIZON WIRELESS	00599440	6144369131	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	278.34
2026-06-18	VERIZON WIRELESS	00599440	6144369131	FIRE CRRD WIRELESS	General Fund	111.27
				Total for Payment No.:		992.68

Payment No: 734420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	STEVE LE	00600621	24491MAY2026	APA CONFERENCE	General Fund	979.60
				Total for Payment No.:		979.60

Payment No: 734761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA CONVENTION CENTER	00601286	2604043-02	STEM BOWL EVENT LABOR	General Fund	960.00
				Total for Payment No.:		960.00

Payment No: 734588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	REBECCA GARY	00601054	39603JUN2026	TRAINING REIMBURSEMENT	General Fund	515.55
2026-06-26	REBECCA GARY	00601423	39603JUN2026A	COMPANY OFFICER TRAINING REIMB	General Fund	438.31
				Total for Payment No.:		953.86

Payment No: 734595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	947.03
				Total for Payment No.:		947.03

Payment No: 734346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LEILA ZWELLING	00599065	9	CLIENT 4944 SESSIONS 7-8	General Fund	470.00
2026-06-12	LEILA ZWELLING	00599066	10	CLIENT 9744 SESSIONS 10-11	General Fund	470.00
				Total for Payment No.:		940.00

Payment No: W27005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MISSIONSQUARE RETIREMENT	00601874	06/21/26-07/04/26A	WT: B2614 457 PLN CONTRIBUTION	Fringe Benefits	933.91
				Total for Payment No.:		933.91

Payment No: 037303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	GURUS EDUCATIONAL SERVICES INC	00600904	20260601	CHANGE ORDER 2: ADDITIONAL FUN	General Fund	933.40
				Total for Payment No.:		933.40

Payment No: 734778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	TEREX GLOBAL, GMBH	00600444	7646965	LABOR - V#3016 WO#159186	Fleet Operation Fund	925.00
				Total for Payment No.:		925.00

Payment No: 734290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AMERICAN EAGLE ENTERPRISES	00599919	9107	ADDITIONAL FUNDING FOR HUSSEY	General Fund	824.98
2026-06-12	AMERICAN EAGLE ENTERPRISES	00599919	9107	ADDITIONAL FUNDING FOR FREIGHT	General Fund	85.00
				Total for Payment No.:		909.98

Payment No: 037207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GRAINGER	00599395	9843673717	HELMETS	General Fund	130.42
				Total for Payment No.:		130.42

Payment No: 734313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	COSTAR REALTY INFORMATION INC	00599904	124040338	SUBSCRIPTION SERV MAY2026	Deposit Funds.	902.14
				Total for Payment No.:		902.14

Payment No: 734927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NINA REYNA LMFT	00601330	101-0526	CLIENT 101 SESSIONS 9-10	General Fund	450.00
2026-07-10	NINA REYNA LMFT	00601331	103-0526	CLIENT 103 SESSIONS 2-3	General Fund	450.00
				Total for Payment No.:		900.00

Payment No: 734579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JONATHAN HEMENEZ	00601060	25775JUN2026	TRAINING REIMBURSEMENT	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 734860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	DIVISION OF THE STATE ARCHITECT	00601782	13921JUL2026	10% OF $4 CASP FEE	Building Fee Admin Retainage	883.70
				Total for Payment No.:		883.70

Payment No: 734834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SHAUN EAGEN	00601558	33184JUN2026	EXPLOSIVE BREACHING COURSE	General Fund	880.50
				Total for Payment No.:		880.50

Payment No: 037123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CLEARBLU ENVIRONMENTAL	00600051	35692	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	815.04
2026-06-12	CLEARBLU ENVIRONMENTAL	00600051	35692	TAXABLE ITEMS (CONSUMABLES AND	Fleet Operation Fund	64.48
				Total for Payment No.:		879.52

Payment No: 004031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-30	NAVIA BENEFIT SOLUTIONS, INC	00601498	35989JUL2026	DD: NAVIA COMMUTER BENEFT 0726	Payroll Liability&ClearingAcct	879.50
				Total for Payment No.:		879.50

Payment No: 734633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	875.33
				Total for Payment No.:		875.33

Payment No: W26255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MISSIONSQUARE RETIREMENT	00600383	05/24/26-06/06/26A	WT: B2612 457 PLN CONTRIBUTION	Fringe Benefits	867.64
				Total for Payment No.:		867.64

Payment No: 000231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	ROYAL BRASS INC	00600359	00387750	PARTS - V#3599	Fleet Operation Fund	333.48
2026-06-25	ROYAL BRASS INC	00600396	00387848	PARTS - D1421	Fleet Operation Fund	532.95
				Total for Payment No.:		866.43

Payment No: 734844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WILLIAM WALKE	00601675	PRCK#106067	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	861.62
				Total for Payment No.:		861.62

Payment No: 734354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NAPA AUTO PARTS	00599238	087515	PARTS - V#3741	Fleet Operation Fund	351.68
2026-06-12	NAPA AUTO PARTS	00599239	088713	PARTS - V#3505	Fleet Operation Fund	9.87
2026-06-12	NAPA AUTO PARTS	00599240	088459	PARTS - V#3125	Fleet Operation Fund	43.57
2026-06-12	NAPA AUTO PARTS	00599241	088763	PARTS - V#3489	Fleet Operation Fund	7.02
2026-06-12	NAPA AUTO PARTS	00599242	088801	PARTS - V#3598	Fleet Operation Fund	11.51
2026-06-12	NAPA AUTO PARTS	00599243	088802	PARTS - V#3582	Fleet Operation Fund	36.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NAPA AUTO PARTS	00599244	088840	PARTS - STOCK	Fleet Operation Fund	267.42
2026-06-12	NAPA AUTO PARTS	00599245	089042	PARTS - V#3277	Fleet Operation Fund	10.23
2026-06-12	NAPA AUTO PARTS	00599246	089122	PARTS - STOCK	Fleet Operation Fund	49.94
2026-06-12	NAPA AUTO PARTS	00599247	089298	PARTS - V#3527	Fleet Operation Fund	72.53
				Total for Payment No.:		860.08

Payment No: 000191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	ALL GUARD ALARM SYSTEMS INC	00600043	S139970	MISSION LIBRARY	General Fund	617.50
2026-06-11	ALL GUARD ALARM SYSTEMS INC	00600043	S139970	MISSION LIBRARY (T)	General Fund	182.50
2026-06-11	ALL GUARD ALARM SYSTEMS INC	00600044	A762149	ANNUAL MONITORING SERVICES	Information Technology Service	60.00
				Total for Payment No.:		860.00

Payment No: 734840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TAYLOR CARPENTER	00601515	18425JUN2026	CROSSING GUARD LUNCH REIMB	General Fund	850.00
				Total for Payment No.:		850.00

Payment No: 734885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BSN SPORTS, LLC	00601131	934370154	WINDSCREEN	General Fund	849.97
				Total for Payment No.:		849.97

Payment No: 000190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	OLD COURTHOUSE	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	COMMUNITY RECREATION CENTER (C	General Fund	106.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	FIRE STATION 1	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	CENTRAL LIBRARY	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	WATER TREATMENT - CITY HALL	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	NORTHSIDE LIBRARY	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	POLICE	General Fund	106.00
2026-06-11	ACT, A DIVISION OF CCI	00600042	0522750-IN	TRITON	Public Buildings	106.00
				Total for Payment No.:		848.00

Payment No: 734936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PRINCEVALLE PET HOSPITAL INC	00601626	288212	Tank k9 care	General Fund	845.00
				Total for Payment No.:		845.00

Payment No: 037163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SUMMIT UNIFORMS	00598923	41752	Dispatch Uniform - Pierce	General Fund	337.70
2026-06-12	SUMMIT UNIFORMS	00598922	41118	Crossing Gd jacket - Ruiz	General Fund	103.40
2026-06-12	SUMMIT UNIFORMS	00598924	41885	Records uniform - Peje	General Fund	388.30
				Total for Payment No.:		829.40

Payment No: W26270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MISSIONSQUARE RETIREMENT	00601454	06/07/26-06/20/26A	WT: B2613 457 PLN CONTRIBUTION	Fringe Benefits	828.40
				Total for Payment No.:		828.40

Payment No: 000205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	UNITED SITE SERVICES INC	00599117	114-14237526	250 gal. holding tank	General Fund	10.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	UNITED SITE SERVICES INC	00599117	114-14237526	weekly service	General Fund	150.00
				Total for Payment No.:		160.98

Payment No: 734744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NAPA AUTO PARTS	00600350	091618	PARTS - V#3410	Fleet Operation Fund	71.28
2026-06-26	NAPA AUTO PARTS	00600351	091761	PARTS - STOCK	Fleet Operation Fund	16.44
2026-06-26	NAPA AUTO PARTS	00600352	091818	PARTS - SVAC7	Fleet Operation Fund	7.47
2026-06-26	NAPA AUTO PARTS	00600353	091874	PARTS - STOCK	Fleet Operation Fund	365.95
2026-06-26	NAPA AUTO PARTS	00600354	092264	PARTS - SHOP	Fleet Operation Fund	106.84
2026-06-26	NAPA AUTO PARTS	00600355	092269	PARTS - STOCK	Fleet Operation Fund	24.41
2026-06-26	NAPA AUTO PARTS	00600356	092341	PARTS - V#3215	Fleet Operation Fund	152.95
2026-06-26	NAPA AUTO PARTS	00600357	092418	PARTS - STOCK	Fleet Operation Fund	59.22
				Total for Payment No.:		804.56

Payment No: 734402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FRANCISCO DELEON	00600623	43511MAY2026	COLUMBUS POLICE DIALOGUE	General Fund	801.39
				Total for Payment No.:		801.39

Payment No: 037382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CITY OF SANTA CLARA UNIT 9	00601857	06/07/26-07/04/26	UNION DUES B2613 & B2614	Payroll Liability&ClearingAcct	800.00
				Total for Payment No.:		800.00

Payment No: 037103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CITY OF SANTA CLARA UNIT 9	00600376	05/10/26-06/06/26	UNION DUES B2611 & B2612	Payroll Liability&ClearingAcct	795.00
				Total for Payment No.:		795.00

Payment No: 037169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNITY COURIER SERVICE INC	00599085	53033	LINK + DELIVERY	General Fund	281.10
2026-06-12	UNITY COURIER SERVICE INC	00599664	53494	LINK + DELIVERY	General Fund	224.88
2026-06-12	UNITY COURIER SERVICE INC	00599073	52576	LINK + DELIVERY	General Fund	281.10
				Total for Payment No.:		787.08

Payment No: 734336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HOME DEPOT SUPPLY	00599665	9248978557	MISSION FACILITIES SUPPLIES	General Fund	780.33
				Total for Payment No.:		780.33

Payment No: 734607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	780.23
				Total for Payment No.:		780.23

Payment No: 734534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SUNNYVALE FORD	00599654	275842	PARTS - V#3527	Fleet Operation Fund	130.00
2026-06-18	SUNNYVALE FORD	00599654	275842	BATTERY FEE	Fleet Operation Fund	2.00
2026-06-18	SUNNYVALE FORD	00599655	275917	PARTS - V#3527	Fleet Operation Fund	58.31
2026-06-18	SUNNYVALE FORD	00599657	275924	PARTS - STOCK	Fleet Operation Fund	181.61
2026-06-18	SUNNYVALE FORD	00599658	276049	PARTS - V#3176	Fleet Operation Fund	252.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SUNNYVALE FORD	00599659	276067	PARTS - V#3176	Fleet Operation Fund	151.46
				Total for Payment No.:		776.31

Payment No: 734797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA AIR QUALITY	00600796	T198864	26.2027 CENTENIAL ANUAL PERMIT	Water Utility	775.00
				Total for Payment No.:		775.00

Payment No: 734757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	REED & GRAHAM INC	00600969	136517	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	17.31
2026-06-26	REED & GRAHAM INC	00600969	136517	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	103.90
2026-06-26	REED & GRAHAM INC	00600969	136517	ADDITIONAL FUNDING FOR AS NEED	Water Utility	51.96
2026-06-26	REED & GRAHAM INC	00600800	136164	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	23.21
2026-06-26	REED & GRAHAM INC	00600802	136401	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	104.56
2026-06-26	REED & GRAHAM INC	00600802	136401	ADDITIONAL FUNDING FOR AS NEED	Water Utility	52.27
2026-06-26	REED & GRAHAM INC	00600800	136164	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	139.25
2026-06-26	REED & GRAHAM INC	00600802	136401	ADDITIONAL FUNDING FOR AS NEED	Sewer Utility	17.42
2026-06-26	REED & GRAHAM INC	00600800	136164	ADDITIONAL FUNDING FOR AS NEED	Water Utility	69.63
2026-06-26	REED & GRAHAM INC	00601150	136771	ADDITIONAL FUNDING FOR AS NEED	Water Utility Construction	108.06
2026-06-26	REED & GRAHAM INC	00601150	136771	ADDITIONAL FUNDING FOR AS NEED	Water Utility	54.03
2026-06-26	REED & GRAHAM INC	00601150	136771	ADDITIONAL FUNDING FOR AS	Sewer Utility	18.02

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				NEED		
				Total for Payment No.:		759.62

Payment No: 734803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CHICAGO TITLE COMPANY	00601665	CW 26-702	CONDITION OF TITLE GUARANTEE	City Affordable Housing	750.00
				Total for Payment No.:		750.00

Payment No: 734418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PAULO PINHEIRO	00600574	3409JUN2026	TOOL REIMBURSEMENT	Fleet Operation Fund	49.19
2026-06-18	PAULO PINHEIRO	00600574	3409JUN2026	TOOL REIMBURSEMENT	Fleet Operation Fund	592.90
2026-06-18	PAULO PINHEIRO	00600574	3409JUN2026	TOOL REIMBURSEMENT	Fleet Operation Fund	123.92
2026-06-18	PAULO PINHEIRO	00600574	3409JUN2026	TOOL REIMBURSEMENT MAX ADJ	Fleet Operation Fund	-16.01
				Total for Payment No.:		750.00

Payment No: 734410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	KEVIN PAZ LOPEZ	00600577	43509JUN2026	TOOL REIMBURSEMENT	Fleet Operation Fund	1,054.83
2026-06-18	KEVIN PAZ LOPEZ	00600577	43509JUN2026	TOOL REIMBURSEMENT MAX ADJ	Fleet Operation Fund	-304.83
				Total for Payment No.:		750.00

Payment No: 734683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CAR KEYS EXPRESS	00600437	CKE-3244145	PARTS - V#3826 WO#160447	Vehicle Replacement Fund	503.32
2026-06-26	CAR KEYS EXPRESS	00600439	CKE-3251594	PARTS 0 V#3652, 3653,3690	Fleet Operation Fund	237.53
				Total for Payment No.:		740.85

Payment No: 734569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CORY MORGAN	00601078	18435JUN2026	HARVARD KENNEDY SCHOOL REIMB	Police Operating Grant Fund	740.45
				Total for Payment No.:		740.45

Payment No: 000203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	TIFCO INDUSTRIES	00599263	72195217	PARTS - SHOP	Fleet Operation Fund	657.17
2026-06-11	TIFCO INDUSTRIES	00599264	72195577	PARTS - STOCK	Fleet Operation Fund	82.26
				Total for Payment No.:		739.43

Payment No: 734413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LUKE ERICKSON	00600571	22269MAY2026	PUBLIC ORDER COMMAND REIMB	General Fund	724.24
				Total for Payment No.:		724.24

Payment No: 734883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY RAG COMPANY	00601364	303913	MATERIALS - STREET	General Fund	717.90
				Total for Payment No.:		717.90

Payment No: 734477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HOME DEPOT SUPPLY	00599830	9249824135	NORTHSIDE FACILITIES SUPPLIES	General Fund	712.52
				Total for Payment No.:		712.52

Payment No: 734632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	712.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		712.19

Payment No: 734799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BAY AREA AIR QUALITY	00600798	T200304	26.2027 AGATE ANNUAL PERMIT	Water Utility	703.00
				Total for Payment No.:		703.00

Payment No: 734902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	FLEETPRIDE, INC.	00601305	135274178	PARTS - V3582	Fleet Operation Fund	695.80
				Total for Payment No.:		695.80

Payment No: 734948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STANDARD PLUMBING SUPPLY CO	00601088	ARPP18	RETROFIT KITS/ ACCESSORIES	General Fund	679.92
				Total for Payment No.:		679.92

Payment No: 734441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CA DEPT OF INDUSTRIAL RELATIONS	00599821	E2281644SJ	CONVEYANCE 135533 INSPECTION	General Fund	225.00
2026-06-18	CA DEPT OF INDUSTRIAL RELATIONS	00599823	E2281664SJ	CONVEYANCE 135534 INSPECTION	General Fund	225.00
2026-06-18	CA DEPT OF INDUSTRIAL RELATIONS	00599825	E2281671SJ	CONVEYANCE 135535 INSPECTION	General Fund	225.00
				Total for Payment No.:		675.00

Payment No: 734473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HALREC INC	00599653	316609-1	PARTS - V#3779	Fleet Operation Fund	664.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		664.51

Payment No: 734853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA FRANCHISE TAX BOARD	00601864	06/21/26-07/04/26LF	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 734663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ALCOHOLIC BEVERAGE CONTROL	00599994	501JUN2026	ABC CONFERENCE	General Fund	325.00
2026-06-26	ALCOHOLIC BEVERAGE CONTROL	00600250	501JUN2026A	ABC REGISTRATION M. CAMERENA	General Fund	325.00
				Total for Payment No.:		650.00

Payment No: 734640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601447	06/07/26-06/20/26LF	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 734273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600390	05/24/26-06/06/26LF	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 000220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS CORP #630	00600055	4271534292	2026 JUN WATER UNIFORM SERVICE	Water Utility	468.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CINTAS CORP #630	00600055	4271534292	2026 JUN SEWER UNIFORM SERVICE	Sewer Utility	180.58
				Total for Payment No.:		648.75

Payment No: 734459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DOG WASTE DEPOT	00599476	818648	ROLL BAG DISPENSER	General Fund	623.97
				Total for Payment No.:		623.97

Payment No: 734268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	JAMIN J KNIGHT	00600319	PRCK#106768	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	615.68
				Total for Payment No.:		615.68

Payment No: 734550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VIVAX-METROTECH CORPORATION	00599274	SOI0023207	2026 MAY SEWER CAMERA REPAIR	Sewer Utility	437.50
2026-06-18	VIVAX-METROTECH CORPORATION	00599274	SOI0023207		Sewer Utility	175.61
				Total for Payment No.:		613.11

Payment No: 734545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599441	6144369132	WATER/SEWER WIRELESS	Sewer Utility	41.39
2026-06-18	VERIZON WIRELESS	00599441	6144369132	CDD/BLDG WIRELESS	Building New Dvlpmnt Srvc Fee	40.44
2026-06-18	VERIZON WIRELESS	00599441	6144369132	DPW/STREET WIRELESS	General Fund	80.88
2026-06-18	VERIZON WIRELESS	00599441	6144369132	DPW/STREET WIRELESS	General Fund	81.83
2026-06-18	VERIZON WIRELESS	00599441	6144369132	DPW/STREET WIRELESS	General Fund	40.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599441	6144369132	DPW/STREET WIRELESS	General Fund	20.22
2026-06-18	VERIZON WIRELESS	00599441	6144369132	PARKS/SR CENTER WIRELESS	General Fund	41.39
2026-06-18	VERIZON WIRELESS	00599441	6144369132	CMO WIRELESS	General Fund	20.22
2026-06-18	VERIZON WIRELESS	00599441	6144369132	CDD WIRELESS	Building New Dvlpmnt Srvc Fee	242.64
				Total for Payment No.:		609.45

Payment No: 734369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SANTA CLARA WEEKLY	00598775	1250352	FY2627 NOTICE ADJ BUSN LIC TAX	General Fund	600.00
				Total for Payment No.:		600.00

Payment No: 734260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ALEXIS ACOSTA SORIA	00600317	PRCK#105605	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	598.49
				Total for Payment No.:		598.49

Payment No: 734941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SAFETY-KLEEN SYSTEMS INC	00601315	99860862	USED OIL RECOVERY FEE	Fleet Operation Fund	595.00
				Total for Payment No.:		595.00

Payment No: 734960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ULINE	00601552	209765556	MATERIALS - STREET	General Fund	157.62
2026-07-10	ULINE	00600750	209003945	MATERIALS - STREET	General Fund	413.32
				Total for Payment No.:		570.94

Payment No: 734938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	REGENTS OF THE UNIV OF CALIF	00601636	INV00603688	LEGAL REF JUN 2026	General Fund	555.34
2026-07-10	REGENTS OF THE UNIV OF CALIF	00601636	INV00603688	SHIPPING	General Fund	12.95
				Total for Payment No.:		568.29

Payment No: 037403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CLUB CARE INC	00601437	137563	JUNE MONTLHY MAINTENANCE	General Fund	560.00
				Total for Payment No.:		560.00

Payment No: 037281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CLUB CARE INC	00600328	137175	MAY MONTHLY MAINTENANCE	General Fund	560.00
				Total for Payment No.:		560.00

Payment No: 734729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KIMBERLY VERNON	00601288	43559JUN2026	MISS AMERICA GRANT RECIPIENT	General Fund	555.59
				Total for Payment No.:		555.59

Payment No: 037100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	KEVIN PARK	00600096	36482MAY2026	2025 NLC SUMMIT	General Fund	549.52
				Total for Payment No.:		549.52

Payment No: 037142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LEHR	00599231	SI132407	PARTS - STOCK	Fleet Operation Fund	541.58
				Total for Payment No.:		541.58

Payment No: 037404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COAST COUNTIES TRUCK	00601151	001277394P	PARTS - STOCK	Fleet Operation Fund	173.25
2026-07-10	COAST COUNTIES TRUCK	00601237	001277064P	PARTS - V3255	Fleet Operation Fund	17.71
2026-07-10	COAST COUNTIES TRUCK	00601254	001276834P	PARTS - V3119	Fleet Operation Fund	81.02
2026-07-10	COAST COUNTIES TRUCK	00601255	001276631P	PARTS - V3563	Fleet Operation Fund	86.62
2026-07-10	COAST COUNTIES TRUCK	00601256	001276603P	PARTS - V3640	Fleet Operation Fund	177.51
				Total for Payment No.:		536.11

Payment No: 734303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BRINK'S INCORPORATED	00598770	8316077	JAN 2026 EXCESS TIME+ITEMS	General Fund	172.09
2026-06-12	BRINK'S INCORPORATED	00598771	13185375	MAY 2026 ARM. COURIER SVC	General Fund	363.31
				Total for Payment No.:		535.40

Payment No: 734520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	REED & GRAHAM INC	00599378	135448	MATERIALS - STREET	General Fund	307.23
2026-06-18	REED & GRAHAM INC	00599772	136084	MATERIALS - STREET	General Fund	227.43
				Total for Payment No.:		534.66

Payment No: 000224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	CPS HR CONSULTING	00600407	TR-INV007620	Jail Service Officer Test	General Fund	532.00
				Total for Payment No.:		532.00

Payment No: 734417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PAUL POLACEK	00600618	32317MAY2026	BOLA 2026	Building New Dvlpmnt Srvc Fee	527.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		527.58

Payment No: 734536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	TALK TO TAYLOR, LLC	00599844	23	CLIENT# 001 SESSIONS 10-12	General Fund	525.00
				Total for Payment No.:		525.00

Payment No: 734942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SAN FRANCISCO WATER DEPARTMENT	00601670	86785	Taxes - Water	General Fund	520.12
				Total for Payment No.:		520.12

Payment No: 037109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ABBOTT'S PRO-POWER LLC	00599051	214020	SHARPEN RESCUE SAW CHAIN	General Fund	158.00
2026-06-12	ABBOTT'S PRO-POWER LLC	00599052	214021	SHARPEN RESCUE SAW CHAIN	General Fund	169.00
2026-06-12	ABBOTT'S PRO-POWER LLC	00599052	214021	PICKUP BODY	General Fund	7.96
2026-06-12	ABBOTT'S PRO-POWER LLC	00599053	214022	PICKUP BODY AND NGK 2STROKE	General Fund	13.57
2026-06-12	ABBOTT'S PRO-POWER LLC	00599053	214022	SHARPEN RESCUE SAW CHAIN	General Fund	169.00
				Total for Payment No.:		517.53

Payment No: 734326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	GENERAL CODE LLC	00600314	PG000046340		General Fund	510.00
				Total for Payment No.:		510.00

Payment No: 734787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNIQUE TOWING	00600082	25-273812	tow fees, rec'd late invoice	General Fund	348.75
2026-06-26	UNIQUE TOWING	00600449	26-292752	PARTS - V#2646 WO#160995	Fleet Operation Fund	155.00
				Total for Payment No.:		503.75

Payment No: 000241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	EBSCO INFORMATION SERVICES	00596684	2601378	1241 AD PR	General Fund	-139.16
2026-07-09	EBSCO INFORMATION SERVICES	00601580	2601647	1241 AD PR	General Fund	513.63
2026-07-09	EBSCO INFORMATION SERVICES	00601579	2601646	1235 AD PR	General Fund	4.40
2026-07-09	EBSCO INFORMATION SERVICES	00601580	2601647	SERVICE CHARGE	General Fund	46.80
				Total for Payment No.:		425.67

Payment No: 037250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SCOTT'S PPE RECON INC	00600719	40663A	ADDITIONAL FUNDING FOR AS-NEED	Fire Department	500.00
				Total for Payment No.:		500.00

Payment No: 037119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CDH COUNSELING SERVICES PLLC	00599061	814	CLIENT SCFD1001 SESSIONS 9-10	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 734896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	DEPARTMENT OF CORRECTION-FISCAL	00601623	1800098321	range services for april 2026	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 734455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DEPARTMENT OF CORRECTION-FISCAL	00599780	1800097855	RANGE MARCH	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 734857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	US TREASURY	00601867	06/21/26-07/04/26ND	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	499.27
				Total for Payment No.:		499.27

Payment No: 734405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JARREL DELOTTINVILLE	00600565	43496MAY2026	RECORDS COURSE SAN DIEGO REIMB	General Fund	496.77
				Total for Payment No.:		496.77

Payment No: 037170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNIVERSAL SITE SERVICES	00599300	200887	SWEEPING FOR NIGHT MARKET	General Fund	480.00
				Total for Payment No.:		480.00

Payment No: 000248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	ZORO TOOLS INC.	00600763	INV19273399	TRIMMER HEAD	General Fund	92.43
2026-07-09	ZORO TOOLS INC.	00600769	INV19261650	SHOP TOOLS	General Fund	383.02
				Total for Payment No.:		475.45

Payment No: 037177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WESTERN STATES OIL CO	00599269	519574	P.D. MOTORS ENTRY	Fleet Operation Fund	472.70
				Total for Payment No.:		472.70

Payment No: 734521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	REGENTS OF THE UNIV OF CALIF	00600712	IN00587769	LEGAL REFERENCES 0526	General Fund	467.32
				Total for Payment No.:		467.32

Payment No: 734350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LUPE LIMA	00599232	46244	TOWING - V#3536 WO#161054	Fleet Operation Fund	465.00
				Total for Payment No.:		465.00

Payment No: 037227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1241 AD ABK	General Fund	53.48
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1241 AD CD	General Fund	18.37
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1241 AD DVD	General Fund	119.32
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1233 JUV DVD	General Fund	132.76
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1235 JUV DVD	General Fund	83.40
2026-06-18	MIDWEST TAPE LLC	00599716	508916763	1235 JUV DVD	General Fund	46.06
				Total for Payment No.:		453.39

Payment No: 037149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MIDWEST TAPE LLC	00599161	508879135	1241 AD DVD	General Fund	44.98
2026-06-12	MIDWEST TAPE LLC	00599161	508879135	1241 AD ABK	General Fund	58.97
2026-06-12	MIDWEST TAPE LLC	00599161	508879135	1235 AD DVD	General Fund	166.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MIDWEST TAPE LLC	00599161	508879135	1235 JUV DVD	General Fund	66.38
2026-06-12	MIDWEST TAPE LLC	00599161	508879135	1231 JUV DVD	General Fund	114.64
				Total for Payment No.:		451.46

Payment No: 734816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JONATHAN HEMENEZ	00601561	25775JUN2026A	COMPANY OFFICER 2E TRAINING	General Fund	450.00
				Total for Payment No.:		450.00

Payment No: 734804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CHRISTIAN CECCHI	00601560	39598JUN2026	COMPANY OFFICER 2E TRAINING	General Fund	450.00
				Total for Payment No.:		450.00

Payment No: 734339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	IMPEC GROUP, LLC	00599289	2605205	SCCC	Convention Cnt Maintenance Dis	450.00
				Total for Payment No.:		450.00

Payment No: 734801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CARLO CALUPAD	00601556	37054JUN2026	ARMORER'S MAINTENANCE COURSE	General Fund	448.62
				Total for Payment No.:		448.62

Payment No: 734606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	442.85

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		442.85

Payment No: 734362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	QUADIENT FINANCE USA INC	00600299	18013373	METERING MACHINE INK + SHIPPIN	General Fund	439.55
				Total for Payment No.:		439.55

Payment No: 734508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PACIFIC COAST PETROLEUM INC.	00599540	173267	FUEL - V#3718	Fleet Operation Fund	204.46
2026-06-18	PACIFIC COAST PETROLEUM INC.	00599548	173268	PARTS - SHOP	Fleet Operation Fund	231.52
				Total for Payment No.:		435.98

Payment No: 734546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599442	6144374884	MUNI SVCS WIRELESS	General Fund	426.16
				Total for Payment No.:		426.16

Payment No: 734689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		415.00

Payment No: 734419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	RICHARD FITTING	00600619	1044JUN2026	NFL SECURITY CONF 2026	General Fund	206.75
2026-06-18	RICHARD FITTING	00600620	1044MAY2026	WORLD CUP SECURITY MEETING	General Fund	207.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		413.85

Payment No: 734911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JACOB GUERRIERA	00587052	39602OCT2025A	COMPANY OFFICER 2A REIMBURSEME	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 734820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	LIAM FRAZIER	00601669	PRCK#107339	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	408.94
				Total for Payment No.:		408.94

Payment No: 734631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	404.08
				Total for Payment No.:		404.08

Payment No: 734908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	HEALTH & HOPE COUNSELING	00590163	000529	CLIENT# 06514 SESSION# 10-12	General Fund	402.00
				Total for Payment No.:		402.00

Payment No: 037276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BERLITZ LANGUAGES, INC	00600070	001-274-26-00321	Bilingual Testing (Feb 2026)	General Fund	100.00
2026-06-26	BERLITZ LANGUAGES, INC	00600071	001-274-26-00489	Bilingual Testing (Apr 2026)	General Fund	200.00
2026-06-26	BERLITZ LANGUAGES, INC	00600069	001-274-25-01826	Bilingual Testing (Oct 2025)	General Fund	100.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		400.00

Payment No: 734767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SECURE SOLUTIONS	00600412	002280	Polygraph Services	General Fund	400.00
				Total for Payment No.:		400.00

Payment No: 734928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	OCLC INC	00601608	1000494801	WEBDEWEY	General Fund	391.13
				Total for Payment No.:		391.13

Payment No: 734899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	EVERON LLC	00601831	161194558	ALARM SERVICES 7/25-8/24/26	Public Buildings	192.45
2026-07-10	EVERON LLC	00601830	161033972	ALARM SYSTEM 6/25-7/24/26	Public Buildings	192.45
				Total for Payment No.:		384.90

Payment No: 734333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HDL SOFTWARE LLC	00598774	SIN062777	LEVY BUSINESS TAX AUDIT	General Fund	382.50
				Total for Payment No.:		382.50

Payment No: 037106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	INTL FIREFIGHTERS LOCAL 1171	00600371	04/26/26-06/06/26	RETIRED FIRE MED BENEFIT B2612	Payroll Liability&ClearingAcct	381.00
				Total for Payment No.:		381.00

Payment No: 734395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ALEJANDRA LOPEZ	00600561	43059MAY2026	BACKGROUND INVESTIGATION TRAVE	General Fund	380.95
				Total for Payment No.:		380.95

Payment No: 037385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	INTL FIREFIGHTERS LOCAL 1171	00601849	06/07/26-07/04/26	RETIRED FIRE MEDICAL BEN B2614	Payroll Liability&ClearingAcct	378.00
				Total for Payment No.:		378.00

Payment No: 734266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	[redacted]	[redacted]	[redacted]	LIHEAP REFUND	General Fund	371.10
				Total for Payment No.:		371.10

Payment No: 734396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CARISSMA FELIX-OCHOA	00600568	43497MAY2026	RECORDS CLERK COURSE REIMB	General Fund	368.50
				Total for Payment No.:		368.50

Payment No: 734676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BRINK'S INCORPORATED	00600162	13203937	JUNE 2026 SVCS	General Fund	364.18
				Total for Payment No.:		364.18

Payment No: 037280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CLEARSTAR, INC.	00600146	1585229	2 Management BG checks	General Fund	269.14

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		269.14

Payment No: 734612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	360.33
				Total for Payment No.:		360.33

Payment No: 734627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	224.17
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	127.98
				Total for Payment No.:		352.15

Payment No: 000240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	CINTAS CORP #630	00601162	4273042364	UNIFORMS - FLEET	Fleet Operation Fund	350.69
				Total for Payment No.:		350.69

Payment No: 734408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	JONATHAN BANALES-VACA	00600625	37979MAY2026	COLOMBUS POLICE DIALOGUE	General Fund	345.00
				Total for Payment No.:		345.00

Payment No: 734274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600391	05/24/26-06/06/26CG	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	340.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		340.80

Payment No: 734524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ROADWAY STEEL & FABRICATION, INC.	00599773	12513	MATERIALS - STREET	General Fund	340.23
				Total for Payment No.:		340.23

Payment No: 734558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	WITMER PUBLIC SAFETY GROUP INC	00599845	INV901528	ROOF HOOKS	General Fund	340.20
				Total for Payment No.:		340.20

Payment No: 037445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WAXIE SANITARY SUPPLY	00601200	83983495	KLEENLINE TOILET PAPER	General Fund	337.43
				Total for Payment No.:		337.43

Payment No: W27004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MISSIONSQUARE RETIREMENT	00601873	06/21/26-07/04/26	WT: B2614 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W26269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MISSIONSQUARE RETIREMENT	00601453	06/07/26-06/20/26	WT: B2613 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W26254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MISSIONSQUARE RETIREMENT	00600379	05/24/26-06/06/26	WT: B2612 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: 734391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WITMER PUBLIC SAFETY GROUP INC	00599058	INV892628	ZICO SHOVELS	General Fund	325.57
				Total for Payment No.:		325.57

Payment No: 734583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MATTHEW SELLERS	00601066	25797JUN2026	TRAINING REIMBURSEMENT	General Fund	325.00
				Total for Payment No.:		325.00

Payment No: 037262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	ZOLL DATA SYSTEMS INC	00599840	INV00228530	JUNE 2026 RMS LICENSE	General Fund	321.60
				Total for Payment No.:		321.60

Payment No: 037232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MUNICIPAL MAINTENANCE EQUIPMNT	00599497	049791	PARTS - V#3640	Fleet Operation Fund	319.15
				Total for Payment No.:		319.15

Payment No: 734531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SOFIA SLAWINSKA	00600724	43544JUN2026	RECREATIONAL ACTIVITY REFUND	General Fund	319.00
				Total for Payment No.:		319.00

Payment No: 734847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	YEONJUNG MAPLES	00589811	39634DEC2025	Health & Benefits Fair (Fruit)	General Fund	317.15
				Total for Payment No.:		317.15

Payment No: 000246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-09	ROYAL BRASS INC	00601181	00388950	PARTS - V3480	Fleet Operation Fund	276.47
2026-07-09	ROYAL BRASS INC	00601183	00388951	PARTS - V3582	Fleet Operation Fund	39.33
				Total for Payment No.:		315.80

Payment No: 734445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CENTRALSQUARE TECHNOLOGIES,	00600695	465075	LUCITY EAM UPGRADE	General Fund	315.00
				Total for Payment No.:		315.00

Payment No: 734311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CLOUDBURST CONSULTING GROUP, INC.	00600193	INV-0000019687	CLOUDBURST CONSULTING HUD TECH	General Fund	314.00
				Total for Payment No.:		314.00

Payment No: 734400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DUSTIN SILVA	00600563	29038MAY2026	NFL CHICAGO TRAVEL REIMBURSE	General Fund	312.71
				Total for Payment No.:		312.71

Payment No: 734961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	UNIQUE TOWING	00601641	26-295695	tow fees	General Fund	310.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		310.00

Payment No: 734450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	CLUB PRECISION REPAIR	00599671	SCPOA-260529-PM-INV	Maintenance and Fuse	General Fund	303.76
2026-06-18	CLUB PRECISION REPAIR	00599671	SCPOA-260529-PM-INV	Fuse	General Fund	7.32
2026-06-18	CLUB PRECISION REPAIR	00599671	SCPOA-260529-PM-INV	Adjustment	General Fund	-1.08
				Total for Payment No.:		310.00

Payment No: 734428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	305.81
				Total for Payment No.:		305.81

Payment No: 037446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WESTERN STATES OIL CO	00601161	521028	PD MOTORS ENTRY	Fleet Operation Fund	305.05
				Total for Payment No.:		305.05

Payment No: 734915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	KATIE BAPTIST	00601328	1001	CLIENT #8421 SESSION #1	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 734496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	MIKE'S TRUCK OUTFITTERS	00599495	1238	PARTS - V#3839/3838	Vehicle Replacement Fund	298.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		298.52

Payment No: 037205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	GARDENLAND POWER EQUIPMENT	00599372	1257645	CONNECTING CABLE	General Fund	298.18
				Total for Payment No.:		298.18

Payment No: 734836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STEPHANIE BARNES	00601668	PRCK#106652	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	290.50
				Total for Payment No.:		290.50

Payment No: 734480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	J&B TOWING INC	00599343	12298	Tow Service	Fleet Operation Fund	290.00
				Total for Payment No.:		290.00

Payment No: 734876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ALLIED AUTO STORES	00601192	01JS2678	PARTS - STOCK	Fleet Operation Fund	233.49
2026-07-10	ALLIED AUTO STORES	00601231	01JR5323	PARTS - V3497	Fleet Operation Fund	56.22
				Total for Payment No.:		289.71

Payment No: 734296

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T CALNET	00599188	000025256389	PD DOJ LANDLINE	Information Technology Service	287.87
				Total for Payment No.:		287.87

Payment No: 734533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	STERICYCLE, INC.	00599691	8014433043	Shredding	General Fund	281.95
				Total for Payment No.:		281.95

Payment No: 037369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UNITY COURIER SERVICE INC	00600433	53963	LINK + DELIVERY	General Fund	280.10
				Total for Payment No.:		280.10

Payment No: 037159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SAITECH INC	00599914	261798	ADDITIONAL AS-NEEDED LICENSES	Information Technology Service	93.00
2026-06-12	SAITECH INC	00599913	261830	ADDITIONAL AS-NEEDED LICENSES	Information Technology Service	184.60
				Total for Payment No.:		277.60

Payment No: 734584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	MORALES, ALEXIS	00601023	30487MAY2026	CAPE REIMBURSEMENT	General Fund	277.37
				Total for Payment No.:		277.37

Payment No: 734828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	METLIFE INDIVIDUAL LONG TERM	00601850	19647956JUL2026	BIWEEKLY PR METLIFE B2614	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 734269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	METLIFE INDIVIDUAL LONG TERM	00600364	19647956JUN2026	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 734879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	AT&T	00601541	3448017116	BUSINESS LINE 831-001-3198-955	Public Buildings	263.83
				Total for Payment No.:		263.83

Payment No: 037275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BELL ELECTRICAL SUPPLY, INC.	00600458	5919369	PD ELECTRICAL	General Fund	255.63
				Total for Payment No.:		255.63

Payment No: 734937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	REED & GRAHAM INC	00601496	135884	MATERIALS - STREET	General Fund	158.40
2026-07-10	REED & GRAHAM INC	00601497	138323	MATERIALS - STREET	General Fund	97.02
				Total for Payment No.:		255.42

Payment No: 734914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	K9 DEVELOPMENT	00601632	B029756	boarding	General Fund	255.00
				Total for Payment No.:		255.00

Payment No: 734817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JOSEPH M OLIVER	00601513	2015MAY2026	BLAUER SHIRT AND PANTS	General Fund	247.50
2026-07-10	JOSEPH M OLIVER	00601513	2015MAY2026	BADGE TAB	General Fund	5.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		253.00

Payment No: 734897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	EMERGENCY MEDICAL SERVICES	00601189	EMSA-888-1277	PARAMEDIC RENEWALS	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 734562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	ALEX TELLEZ	00600867	41215JUN2026	TRAINING TRAVEL REIMB	General Fund	249.50
				Total for Payment No.:		249.50

Payment No: 734366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SAFETY-KLEEN SYSTEMS INC	00599255	99828504	HAZMAT	Fleet Operation Fund	187.00
2026-06-12	SAFETY-KLEEN SYSTEMS INC	00599255	99828504	HAZMAT (T)	Fleet Operation Fund	60.82
				Total for Payment No.:		247.82

Payment No: 734548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599444	6144384292	FIRE/EMS WIRELESS	General Fund	242.44
				Total for Payment No.:		242.44

Payment No: 000208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	BAKER SUPPLIES AND REPAIRS	00599478	945737	PARTS - V#3803/3804	Fleet Operation Fund	241.41
				Total for Payment No.:		241.41

Payment No: 734802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CAROL SHARIAT	00601551	32199JUN2026	MMANC CONFERENCE	General Fund	239.83
				Total for Payment No.:		239.83

Payment No: 037195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	COAST COUNTIES TRUCK	00599479	001275686P	PARTS - STOCK	Fleet Operation Fund	237.21
				Total for Payment No.:		237.21

Payment No: 734566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CHANH LE	00600425	17566JUN2026	FY2526 BOOT RMBRSMNT UNIT 7	General Fund	237.00
				Total for Payment No.:		237.00

Payment No: 734404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	HANSEL AGUILAR	00600614	43528JUN2026	HOME OCCUPANCY PART REFUND	General Fund	236.46
				Total for Payment No.:		236.46

Payment No: 734574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	FELICIA TUFEKCIC	00601079	33178JUN2026	CAPE 2026 REIMBURSEMENT	General Fund	235.50
				Total for Payment No.:		235.50

Payment No: 734829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MIGUEL BERNAL	00601833	42826MAY2026	CONFERENCE MONTEREY, CA	General Fund	234.43
				Total for Payment No.:		234.43

Payment No: 734912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JENNIFER BYMUN LCSW	00601329	6878-9	CLIENT 6878 SESSION 10	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 734575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JACOB CONTRERAS	00601049	32435JUN2026	TRAINING REIMBURSEMENT	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 734342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	JENNIFER BYMUN LCSW	00599060	6878-8	CLIENT 6878 SESSION 9	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 000219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	ALL GUARD ALARM SYSTEMS INC	00600983	S140239	MISSION LIBRARY	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 037375

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	WESTERN STATES OIL CO	00600403	520221	FUEL - PD MOTOR ENTRY	Fleet Operation Fund	224.68
				Total for Payment No.:		224.68

Payment No: 037244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		223.50

Payment No: 734621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	222.64
				Total for Payment No.:		222.64

Payment No: 037263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	COUNTY OF SANTA CLARA OFFICE OF SHERIFF	00599983	1800097215	Live Scan (January 2026)	General Fund	60.00
2026-06-26	COUNTY OF SANTA CLARA OFFICE OF SHERIFF	00599984	1800097555	LIve Scan (February 2026)	General Fund	60.00
2026-06-26	COUNTY OF SANTA CLARA OFFICE OF SHERIFF	00599985	1800097986	Live Scan (March 2026)	General Fund	100.00
				Total for Payment No.:		220.00

Payment No: 734586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PAULO PINHEIRO	00600868	3409JUN2026A	AUTOMOTIVE TOOL REIMBURSEMENT	Fleet Operation Fund	220.00
				Total for Payment No.:		220.00

Payment No: 000200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	SAN JOSE BMW	00599262	4427729	PARTS - STOCK	Fleet Operation Fund	219.78
				Total for Payment No.:		219.78

Payment No: 000206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	ZORO TOOLS INC.	00598849	INV19093960	MOP HANDLES	General Fund	218.68
				Total for Payment No.:		218.68

Payment No: 734423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	217.42
				Total for Payment No.:		217.42

Payment No: 734529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SHREDLOGIX INC	00600670	29064	SHREDDING SERVICES	General Fund	216.00
				Total for Payment No.:		216.00

Payment No: 734378

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	T-MOBILE USA INC	00598853	L2605180050	TDOA	General Fund	50.00
2026-06-12	T-MOBILE USA INC	00598859	L2605140305	GPS Locate 2605010077	General Fund	115.00
2026-06-12	T-MOBILE USA INC	00598861	L2605140044	TDOA	General Fund	50.00
				Total for Payment No.:		215.00

Payment No: 734373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	STANDARD PLUMBING SUPPLY CO	00596917	AJQC14	PLUMBING FITTINGS	General Fund	106.00
2026-06-12	STANDARD PLUMBING SUPPLY CO	00599103	ANR117	2" OUTLET SPUD	General Fund	45.90
2026-06-12	STANDARD PLUMBING SUPPLY CO	00599104	ANNF22	REMOTE FOUNTAIN	General Fund	60.07
				Total for Payment No.:		211.97

Payment No: 037417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	IMAGE SALES INC	00601302	0080299-IN	Evolis Printer Color Ribbon	General Fund	207.34
				Total for Payment No.:		207.34

Payment No: 734399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DIANA NARANJO	00600617	41772MAY2026	CCJWSA 2026	General Fund	200.25
				Total for Payment No.:		200.25

Payment No: 037147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	LYDIA ADKINS PSYCHOTHERAPY	00599062	2026-001	CLIENT 1027 SESSION 1	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 037223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LEHR	00599493	SI132790	PARTS - V#3394	Fleet Operation Fund	198.21
				Total for Payment No.:		198.21

Payment No: 734900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	EZ CUT PRODUCTS	00601492	0184904-IN	MATERIALS - STREET	General Fund	193.16
				Total for Payment No.:		193.16

Payment No: 734616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	192.32
				Total for Payment No.:		192.32

Payment No: 734511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PEACE OFFICERS RESEARCH ASSOC OF CA	00599777	900157	LEGAL DEF FUND	General Fund	192.00
				Total for Payment No.:		192.00

Payment No: 734964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	VADIM VECHKANOV	00601480	42954JUN2026	BLD permit-comm-mult fam-indus	Building New Dvlpmnt Srvc Fee	190.40
				Total for Payment No.:		190.40

Payment No: 734624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	190.40
				Total for Payment No.:		190.40

Payment No: 734848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	185.39
				Total for Payment No.:		185.39

Payment No: 734839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TAWNIE YATES	00601490	33028JUN2026	Code Enforcement Books	Building New Dvlpmnt Srvc Fee	182.98
				Total for Payment No.:		182.98

Payment No: 734294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T	00600006	5087MAY2026A	INTERNET ACCT	Public Buildings	181.19
				Total for Payment No.:		181.19

Payment No: 734514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PINE CONE LUMBER CO	00599394	315732	LUMBER	General Fund	177.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PINE CONE LUMBER CO	00599394	315732	CA LPA 1%	General Fund	1.78
				Total for Payment No.:		179.61

Payment No: 734837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STEPHEN STEK	00601559	33162JUN2026	ARMORER'S MAINTENANCE COURSE	General Fund	176.50
				Total for Payment No.:		176.50

Payment No: 037397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	BOUND TREE MEDICAL LLC	00601184	86242847	MEDIC SUPPLIES	General Fund	297.97
2026-07-10	BOUND TREE MEDICAL LLC	00601188	70377546	CREDIT MEMO	General Fund	-1,937.45
2026-07-10	BOUND TREE MEDICAL LLC	00601185	86246786	MEDIC SUPPLIES	General Fund	735.76
2026-07-10	BOUND TREE MEDICAL LLC	00601187	86248363	MEDIC SUPPLIES	General Fund	1,079.94
				Total for Payment No.:		176.22

Payment No: 734288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AMAZON CAPITAL SERVICES, INC.	00594028	1FRD-C7M4-GTDR	1241 AD DVD	General Fund	61.60
2026-06-12	AMAZON CAPITAL SERVICES, INC.	00594028	1FRD-C7M4-GTDR	SUPPLIES	General Fund	112.14
				Total for Payment No.:		173.74

Payment No: 734850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	173.42
				Total for Payment No.:		173.42

Payment No: 734356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	NATIONAL TRENCH SAFETY LLC	00599967	1281309	ADDITIONAL FUNDING	Water Utility	171.15
				Total for Payment No.:		171.15

Payment No: 734619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	170.78
				Total for Payment No.:		170.78

Payment No: 734939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	RELATIONSHIP THERAPY CENTER	00583416	82847	CLIENT# 625 SESSION #11	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 734671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	BALANCE HOLDINGS LLC	00601064	43092MAY2026	REFUND PAYMENT NOT FOR CSC	CORE Cashiering Clearing	169.50
				Total for Payment No.:		169.50

Payment No: 734613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	162.84
				Total for Payment No.:		162.84

Payment No: 734611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	161.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		161.67

Payment No: 734944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA CONVENTION CENTER	00601316	2605024-01	Crossing Gd. Award Ceremony	General Fund	160.00
				Total for Payment No.:		160.00

Payment No: 734426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	159.48
				Total for Payment No.:		159.48

Payment No: 734576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	JAKOB OHMANN	00600423	38663JUN2026	FY2526 BOOT RMBRSMNT UNIT 7	General Fund	159.12
				Total for Payment No.:		159.12

Payment No: 734644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	US TREASURY	00601451	06/07/26-06/20/26ND	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	156.36
				Total for Payment No.:		156.36

Payment No: 734278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	US TREASURY	00600394	05/24/26-06/06/26ND	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	156.35
				Total for Payment No.:		156.35

Payment No: 734628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	156.26
				Total for Payment No.:		156.26

Payment No: 734599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	154.55
				Total for Payment No.:		154.55

Payment No: 734267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	FUJITSU NORTH AMERICA INC	00599067	43247MAR2026	REFUND PERMIT FOP25-04636	General Fund	146.00
2026-06-12	FUJITSU NORTH AMERICA INC	00599067	43247MAR2026	TECH FEE REFUND	General Fund	4.92
				Total for Payment No.:		150.92

Payment No: 734600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	150.63
				Total for Payment No.:		150.63

Payment No: 734968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	WAYNE AND REBECCA KATHLEEN YEUNG	00601781	43651JUL2026	REFUND CITATION DPW26-00066	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 734855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA FRANCHISE TAX BOARD	00601866	06/21/26-07/04/26MR	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 734835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STATE CONTROLLERS OFFICE	00601666	6730JUL2026	CONFIRMATION CHARGE	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 734642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601449	06/07/26-06/20/26MR	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 734542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VAIBHAV CHOPDA	00600478	REFUND AR ITEM - CITDPW26-00066	AR CREDIT BALANCE REFUND	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 734501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		150.00

Payment No: 734489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		150.00

Payment No: 734389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	VERIZON WIRELESS	00598866	9022433128	GPS LOCATE 2601070041	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 734343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	JIANGTAO KUANG	00600092	REFUND AR ITEM - CITDPW26-00047	AR CREDIT BALANCE REFUND	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 734275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600392	05/24/26-06/06/26MR	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 734626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	[redacted]	[redacted]
				Total for Payment No.:		149.27

Payment No: 734825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MATTHEW GALLUCCI	00601508	32855JUN2026	MILEAGE REIMBURSEMENT MAY 2026	General Fund	145.22
				Total for Payment No.:		145.22

Payment No: 734949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STERICYCLE INC	00599854	8013951108	CCO - RECORDS CENTER	General Fund	40.36
2026-07-10	STERICYCLE INC	00599854	8013951108	FINANCE - MUNICIPAL SERVICES	General Fund	40.36
2026-07-10	STERICYCLE INC	00599854	8013951108	FINANCE - ACCOUNTING & PAYROLL	General Fund	95.33
2026-07-10	STERICYCLE INC	00599855	8014233964	CCO - RECORDS CENTER	General Fund	31.71
2026-07-10	STERICYCLE INC	00599854	8013951108	HOUSING	General Fund	40.36
2026-07-10	STERICYCLE INC	00599854	8013951108	HUMAN RESOURCES	General Fund	40.36
2026-07-10	STERICYCLE INC	00599854	8013951108	CITY ATTORNEY'S OFFICE	General Fund	40.36
2026-07-10	STERICYCLE INC	00599855	8014233964	FINANCE - MUNICIPAL SERVICES	General Fund	31.71
2026-07-10	STERICYCLE INC	00599855	8014233964	FINANCE - ACCOUNTING & PAYROLL	General Fund	107.85
2026-07-10	STERICYCLE INC	00599855	8014233964	HOUSING	General Fund	31.71
2026-07-10	STERICYCLE INC	00599855	8014233964	HUMAN RESOURCES	General Fund	31.71
2026-07-10	STERICYCLE INC	00599855	8014233964	CITY ATTORNEY'S OFFICE	General Fund	31.71
2026-07-10	STERICYCLE INC	00599856	4002074675	CREDIT: SURCHARGES-ACCOUNTING	General Fund	-14.63
2026-07-10	STERICYCLE INC	00599857	4002074677	CREDIT: SURCHARGES-ACCOUNTING	General Fund	-22.20
2026-07-10	STERICYCLE INC	00599858	4002074683	CREDIT: SURCHARGES-ACCOUNTING	General Fund	-22.20
2026-07-10	STERICYCLE INC	00600446	8014307686	Property Room - Steri-safe	General Fund	660.99
2026-07-10	STERICYCLE INC	00600700	4002004155	Credit	General Fund	-0.18
2026-07-10	STERICYCLE INC	00600703	4002004143	Credit	General Fund	-0.24
2026-07-10	STERICYCLE INC	00600706	4001966400	Credit	General Fund	-314.76
2026-07-10	STERICYCLE INC	00600709	4002004158	Credit	General Fund	-314.76
2026-07-10	STERICYCLE INC	00600711	4001966401	Credit	General Fund	-314.76
2026-07-10	STERICYCLE INC	00600715	4002004148	Credit	General Fund	-314.76
2026-07-10	STERICYCLE INC	00600718	4001966403	Credit	General Fund	-314.76
2026-07-10	STERICYCLE INC	00600721	4002004150	Credit	General Fund	-314.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STERICYCLE INC	00601429	1000820103	Property Room	General Fund	660.99
2026-07-10	STERICYCLE INC	00600445	8014519218	CCO - RECORDS CENTER	General Fund	28.83
2026-07-10	STERICYCLE INC	00600445	8014519218	FINANCE - MUNICIPAL SERVICES	General Fund	28.83
2026-07-10	STERICYCLE INC	00600445	8014519218	FINANCE - ACCOUNTING & PAYROLL	General Fund	113.15
2026-07-10	STERICYCLE INC	00600445	8014519218	HOUSING	General Fund	28.83
2026-07-10	STERICYCLE INC	00600445	8014519218	HUMAN RESOURCES	General Fund	28.83
2026-07-10	STERICYCLE INC	00600445	8014519218	CITY ATTORNEY'S OFFICE	General Fund	28.83
2026-07-10	STERICYCLE INC	00600447	4002094711	CREDIT: SURCHARGES-ACCOUNTING	General Fund	-30.53
2026-07-10	STERICYCLE INC	00600448	4002094714	CREDIT: SURCHARGES-ACCOUNTING	General Fund	-24.97
				Total for Payment No.:		139.30

Payment No: 037174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	WAXIE SANITARY SUPPLY	00599057	83944598	SPARTAN PEROXY II	General Fund	139.08
				Total for Payment No.:		139.08

Payment No: 734276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600393	05/24/26-06/06/26ND	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	138.47
				Total for Payment No.:		138.47

Payment No: 734639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601444	06/07/26-06/20/26ND	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	138.46
				Total for Payment No.:		138.46

Payment No: 734625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	138.10
				Total for Payment No.:		138.10

Payment No: 734887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CARRIE HALL	00601538	43563JUN2026	RECREATIONAL ACTIVITY CANCEL	General Fund	135.00
				Total for Payment No.:		135.00

Payment No: 734598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	134.60
				Total for Payment No.:		134.60

Payment No: 734617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	132.26
				Total for Payment No.:		132.26

Payment No: 734614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	131.00
				Total for Payment No.:		131.00

Payment No: 734697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	DATA TICKET, INC.	00599776	0426Permits	BANKING FEES	General Fund	130.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		130.65

Payment No: 734597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	129.75
				Total for Payment No.:		129.75

Payment No: 734295

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	AT&T CALNET	00599068	000025261751	PD MDC WIRELESS	General Fund	126.90
				Total for Payment No.:		126.90

Payment No: 734929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	OIL CHANGERS	00601159	33278JUN2026	MAY 2026 PD CARWASH	Fleet Operation Fund	126.00
				Total for Payment No.:		126.00

Payment No: 734622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	125.78
				Total for Payment No.:		125.78

Payment No: 734852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA FRANCHISE TAX BOARD	00601863	06/21/26-07/04/26CB	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 734638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601443	06/07/26-06/20/26CB	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 734272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600389	05/24/26-06/06/26CB	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 000194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	CPS HR CONSULTING	00600239	0020189	HR CONSULTING MAR 2026	Deposit Funds.	125.00
				Total for Payment No.:		125.00

Payment No: 734602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	123.97
				Total for Payment No.:		123.97

Payment No: 734630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	121.81
				Total for Payment No.:		121.81

Payment No: 734610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	120.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		120.06

Payment No: 734411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LARRY DAUENHAUER	00600566	10481MAY2026	TOOL REIMBURSEMENT	Fleet Operation Fund	117.95
				Total for Payment No.:		117.95

Payment No: 000197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-11	LINDE GAS & EQUIPMENT INC	00600008	56798960	AS-NEEDED WELDING GAS & GAS TA	General Fund	116.05
				Total for Payment No.:		116.05

Payment No: 734608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	115.25
				Total for Payment No.:		115.25

Payment No: 734618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	115.17
				Total for Payment No.:		115.17

Payment No: 734604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	115.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		115.11

Payment No: 734728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	KATHLEEN HAMILTON	00601063	43091JUN2026	REFUND PAYMENT NOT FOR CSC	CORE Cashiering Clearing	112.68
				Total for Payment No.:		112.68

Payment No: 734488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	LC ACTION POLICE SUPPLY	00598712	488015	Lighthouse pouches for outer v	General Fund	109.29
				Total for Payment No.:		109.29

Payment No: 734895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	DATA TICKET, INC.	00601628	0526Permits	monthly banking fee	General Fund	108.99
				Total for Payment No.:		108.99

Payment No: 734842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	TREVOR CANTANHO	00601549	6579JUN2026	REUSABLE ICE CHEST COOLER	General Fund	94.72
2026-07-10	TREVOR CANTANHO	00601549	6579JUN2026	GALLONS OF WATER	General Fund	12.83
				Total for Payment No.:		107.55

Payment No: 734845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	XIAOJING LI	00601416	39480JUN2026	ICC Certification Renewal	Building New Dvlpmnt Srvc Fee	105.00
				Total for Payment No.:		105.00

Payment No: 734603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	101.65
				Total for Payment No.:		101.65

Payment No: 734403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	FRED LAGERGREN	00600622	43519MAY2026	BACKGROUND INVESTIGATION	General Fund	100.36
				Total for Payment No.:		100.36

Payment No: 037406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	COUNTY OF SANTA CLARA OFFICE OF SHERIFF	00601485	1800098481	Live Scan (April 2026)	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 734856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	SANTA CLARA CO SHERIFFS DEPT	00601868	06/21/26-07/04/26PR	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 734800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CALIFORNIA STATE FIRE TRAINING	00601835	28615JUN2026	INSTRUCTOR FOR CERTIFICATION	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 734643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA CO SHERIFFS DEPT	00601452	06/07/26-06/20/26PR	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	100.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		100.00

Payment No: 734370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SERGIO VAZQUEZ	00600046	43344JUN2026	PICNIC PERMIT DEP REFUND	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 734277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SANTA CLARA CO SHERIFFS DEPT	00600395	05/24/26-06/06/26PR	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 734734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LIBRARY IDEAS, LLC	00599949	129351	1231 JUV ABK	General Fund	98.92
				Total for Payment No.:		98.92

Payment No: 734601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	98.90
				Total for Payment No.:		98.90

Payment No: 734811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	GUADALUPE SANCHEZ	00601674	PRCK#104529	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	96.32
				Total for Payment No.:		96.32

Payment No: 734512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PEACE OFFICERS RESEARCH ASSOC OF CA	00599774	530840	dues	General Fund	96.00
				Total for Payment No.:		96.00

Payment No: 734615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	95.08
				Total for Payment No.:		95.08

Payment No: 037427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NI GOVERNMENT SERVICES	00601630	26062908551	satellite radio	General Fund	92.90
				Total for Payment No.:		92.90

Payment No: 037333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	NI GOVERNMENT SERVICES	00600084	26052908551	satellite fees	General Fund	92.90
				Total for Payment No.:		92.90

Payment No: 037245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	SAITECH INC	00600668	262001	ADDITIONAL AS-NEEDED LICENSES	Information Technology Service	90.00
				Total for Payment No.:		90.00

Payment No: 734764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SANTA CLARA WINDUSTRIAL CO	00600063	092106 01	SHOP TOOLS	General Fund	86.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		86.72

Payment No: 734807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ELIJAH GARCIA	00601671	PRCK#105926	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	82.85
				Total for Payment No.:		82.85

Payment No: 734424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	81.67
				Total for Payment No.:		81.67

Payment No: 037187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		80.00

Payment No: 734815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	JASON WONG	00600814	43376JUN2026	2026 JUN WDO D2 CERTIFCT REIMB	Water Utility	80.00
				Total for Payment No.:		80.00

Payment No: 734759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	SAFETY-KLEEN SYSTEMS INC	00599650	99936514	PARTS - HAZMAT RECYCLE	Fleet Operation Fund	80.00
				Total for Payment No.:		80.00

Payment No: 734302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	BENJAMIN LANDIS	00600240	Blandis05072026	REIMBURSEMENT FOR CC PURCHASE	Deposit Funds.	78.75
				Total for Payment No.:		78.75

Payment No: 734858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA DEPT OF TOXIC SUBSTANCE CNTRL	00601296	25SM4982	Incurred 10/2025-12/2025	General Fund	75.36
				Total for Payment No.:		75.36

Payment No: 734924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MMANC	00601333	15446	CGL Program Application Fee	Building New Dvlpmnt Srvc Fee	75.00
				Total for Payment No.:		75.00

Payment No: 734509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PACIFIC TELEMANAGEMENT SVCS	00599552	2153951	PD PAY PHONE SERVICE JUNE 2026	Information Technology Service	75.00
				Total for Payment No.:		75.00

Payment No: 734367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	SAN JOSE MUSEUM OF ART ASSOCIATION	00599187	2026.1013.MC	DISCOVER & GO ANNUAL SUB	General Fund	75.00
				Total for Payment No.:		75.00

Payment No: 000225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	DUNN-EDWARDS CORP	00599957	2011A38516	PAINT SUPPLIES	General Fund	74.70
				Total for Payment No.:		74.70

Payment No: 037428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	NORTHERN SAFETY CO INC	00601491	907698689	MATERIALS - STREET	General Fund	71.01
				Total for Payment No.:		71.01

Payment No: 734954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	THE SOURCING GROUP LLC	00600751	781433	BUS CARDS - GAURAV K 437200	General Fund	70.93
				Total for Payment No.:		70.93

Payment No: 734655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	PG&E	00600426	0541963339-0 MAY2026	TS @ CALVERT/CALVERT	General Fund	70.61
				Total for Payment No.:		70.61

Payment No: 734659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AARC CONSULTANTS, LLC	00601033	2026-0079	RISK & RESILIANCE ACCESS / ERP	Water Utility	68.27
				Total for Payment No.:		68.27

Payment No: 734733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LC ACTION POLICE SUPPLY	00600101	488714	Outer pouch - Ramirez	General Fund	68.05
				Total for Payment No.:		68.05

Payment No: 734605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	64.68
				Total for Payment No.:		64.68

Payment No: 037168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	UNITED REFRIGERATION INC	00599298	19333052-00	FS 2	General Fund	62.33
				Total for Payment No.:		62.33

Payment No: 000213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	SAN JOSE BMW	00599652	4428234	PARTS - V#3504	Fleet Operation Fund	62.25
				Total for Payment No.:		62.25

Payment No: 734851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CA FRANCHISE TAX BOARD	00601862	06/21/26-07/04/26JB	WAGE ATTACHMENT B2614	Payroll Liability&ClearingAcct	60.00
				Total for Payment No.:		60.00

Payment No: 734637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CA FRANCHISE TAX BOARD	00601442	06/07/26-06/20/26JB	WAGE ATTACHMENT B2613	Payroll Liability&ClearingAcct	60.00
				Total for Payment No.:		60.00

Payment No: 734271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CA FRANCHISE TAX BOARD	00600388	05/24/26-06/06/26JB	WAGE ATTACHMENT B2612	Payroll Liability&ClearingAcct	60.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		60.00

Payment No: 734950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	STEVENS CREEK HYUNDAI	00601227	17454	PARTS - V3652	Fleet Operation Fund	57.76
				Total for Payment No.:		57.76

Payment No: 734285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	PG&E	00600005	6095559521-4 MAY2026	UTILITY BILL	General Fund	56.34
				Total for Payment No.:		56.34

Payment No: 000228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-25	LINDE GAS & EQUIPMENT INC	00600999	56807215	AS NEEDED INDUSTRIAL GAS	Fleet Operation Fund	53.85
2026-06-25	LINDE GAS & EQUIPMENT INC	00600999	56807215	AS NEEDED INDUSTRIAL GAS	Fleet Operation Fund	2.47
				Total for Payment No.:		56.32

Payment No: 000211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-17	DUNN-EDWARDS CORP	00599477	2011A38425	PAINT/ ROLLER	General Fund	54.01
				Total for Payment No.:		54.01

Payment No: 734808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	ELIZABETH KLOTZ	00594525	38001MAR2026	SAN MATEO TRAVEL REIMBURSEMENT	Water Utility	51.00
				Total for Payment No.:		51.00

Payment No: 734666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	AMN HEALTHCARE LANGUAGE SERVICES INC	00600243	SIN819434	MONTHLY FEES AND OTHER	General Fund	50.95
				Total for Payment No.:		50.95

Payment No: 734425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	50.33
				Total for Payment No.:		50.33

Payment No: 734547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	VERIZON WIRELESS	00599443	6144384291	FIRE STADIUM WIRELESS	General Fund	50.10
				Total for Payment No.:		50.10

Payment No: 037242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	PENINSULA BUILDING MATERIALS	00599484	288409	50 LBS. GATOR SAND	General Fund	49.33
				Total for Payment No.:		49.33

Payment No: 734736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LINCOLN AQUATICS	00600009	36183714	POOL EPOXY PUTTY	General Fund	47.30
				Total for Payment No.:		47.30

Payment No: 734305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CAROLYN ATWELL	00600091	REFUND AR ITEM - 98365RF	AR CREDIT BALANCE REFUND	General Fund	45.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		45.00

Payment No: 734821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	MANDY THU-HUONG PHI	00601673	PRCK#106952	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	41.59
				Total for Payment No.:		41.59

Payment No: 734737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	LISA HOLMES	00585588	42365OCT2025	RECREATION ACTIVITY WITHDRAWAL	General Fund	41.00
				Total for Payment No.:		41.00

Payment No: 734934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PLACER TITLE COMPANY	00601834	43633JUN2026	REFUND FOR OVERPAYMENT	H.U.D Capital Projects	40.06
				Total for Payment No.:		40.06

Payment No: 734784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	UC REGENTS-UC COOPERATIVE EXTENSION	00600184	20260530CEP	COMPOST EDU - SANTA CLARA WRKS	Solid Waste Program	37.00
				Total for Payment No.:		37.00

Payment No: 734332

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	HANJIE WU	00600041	43343JUN2026	RECREATIONAL MEMB REFUND	General Fund	36.00
				Total for Payment No.:		36.00

Payment No: 734871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	[redacted]	[redacted]	[redacted]	UTILITY BILL	General Fund	29.60
				Total for Payment No.:		29.60

Payment No: 734315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	D&M TRAFFIC SERVICES	00598259	578475	HARD HAT	General Fund	28.33
2026-06-12	D&M TRAFFIC SERVICES	00598259	578475	2%	General Fund	0.52
				Total for Payment No.:		28.85

Payment No: 734894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	D&M TRAFFIC SERVICES	00600749	579138	MATERIALS - STREET	General Fund	27.44
				Total for Payment No.:		27.44

Payment No: 734867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	PG&E	00601293	1086875099-2 JUN2026	Lawrence Station PG&E	LawrenceStation MaintenanceCFD	26.76
				Total for Payment No.:		26.76

Payment No: 037152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	MUNICIPAL MAINTENANCE EQUIPMNT	00599237	049535	PARTS - V#3188	Fleet Operation Fund	26.38
				Total for Payment No.:		26.38

Payment No: 734888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CHERYL RISLEY	00601562	43503JUN2026	CANCELLED REC CLASS	General Fund	12.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	CHERYL RISLEY	00601562	43503JUN2026	CANCELLED REC CLASS	General Fund	12.75
				Total for Payment No.:		25.50

Payment No: 734634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	22.17
				Total for Payment No.:		22.17

Payment No: 734970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-07-10	YIWEI SUN	00601539	43626JUN2026	SINGLE RECREATION CLASS CANCEL	General Fund	22.00
				Total for Payment No.:		22.00

Payment No: 734523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	RICK HARTFIELD	00600723	43524MAY2026	Refund for Art & Wine Withdraw	General Fund	20.00
				Total for Payment No.:		20.00

Payment No: 734458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	DISSTINK	00599897	1308	PLAQUES	General Fund	9.86
2026-06-18	DISSTINK	00599897	1308	FEE	General Fund	10.14
				Total for Payment No.:		20.00

Payment No: 734623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	19.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		19.43

Payment No: 734262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	ASHLEY GARLAND	00600318	PRCK#107032	REPLACEMENT OUTDATED PYRLL CK	Payroll Liability&ClearingAcct	18.96
				Total for Payment No.:		18.96

Payment No: 734629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	18.43
				Total for Payment No.:		18.43

Payment No: 734307

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CHIU AU	00600047	43347JUN2026	REFUND FOR SINGLE CLASS CANCEL	General Fund	14.50
				Total for Payment No.:		14.50

Payment No: 037188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-18	BADGER METER INC	00600544	80238713	CELLULAR SERVICE FEES FOR SMAR	Water Utility	13.80
				Total for Payment No.:		13.80

Payment No: 734688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	CHERYL RISLEY	00600957	43503JUN2026A	SINGLE CLASS CANCELLATION REFU	General Fund	12.40
				Total for Payment No.:		12.40

Payment No: 734344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	JUDY HORRILLO	00600098	43504MAY2026	REC ACTIVITY CANCELLATION REFU	General Fund	12.40
				Total for Payment No.:		12.40

Payment No: 734306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-12	CHERYL RISLEY	00600100	43503MAY2026	REC ACTIVITY CANCELLATION REFU	General Fund	12.40
				Total for Payment No.:		12.40

Payment No: 734620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	10.78
				Total for Payment No.:		10.78

Payment No: 734596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2026-06-26	[redacted]	[redacted]	[redacted]	UTILITY REFUND	General Fund	7.31
				Total for Payment No.:		7.31

All Other City Funds Group Total	**63,387,497.20**
Overall Total	**157,671,327.49**

26-796 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action on Monthly Investment Report for June 2026

BACKGROUND
In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly investment report for June 2026 is submitted for your information.

DISCUSSION
Typically, the Monthly Financial Status Report and the Monthly Investment Report are presented together. For the month of June, however, the investment report is presented separately. Staff will bring forward an analysis of the General Fund revenues and expenditures and the City's overall financial performance through June 30, 2026 at a later date as part of the FY 2025/26 Budgetary Year-End Report.

Monthly Investment Report (Attachment 1)
All securities held by the City of Santa Clara as of June 30, 2026 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There are adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for June 2026 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds and provides liquidity to meet the City's cash needs. There was a reasonable portfolio return of 4.17% in June.

The Monthly Investment Report also includes a Statement of Transactions, following the Investment Inventory, in accordance with California Municipal Treasurers Association investment policy guidelines.

ENVIRONMENTAL REVIEW
The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT
There is no fiscal impact associated with this report.

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

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

RECOMMENDATION
Note and file the Monthly Investment Report for June 2026 as presented.

Reviewed by: Linh Lam, Acting Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Monthly Investment Report - June 2026

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

June 2026

City of Santa Clara

Monthly Investment Report

TABLE OF CONTENTS

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2	Summary of Investments	5
3	Investment Maturity Distribution Schedule	6
4	Attachment A: Investment Inventory With Market Value	7
5	Attachment B: Statement of Transactions	12

CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of June 30, 2026 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of June 30, 2026.

	COST VALUE	PERCENTAGE
City	$1,685,718,125	99.92%
SOSA	8,380	0.00%
HA	1,337,538	0.08%
Unrestricted	$1,687,064,043	100.00%
Restricted Bond Proceeds	2,515,636	
Total Investments	$1,689,579,679	

On June 30, 2026 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,687,064,043 and $1,679,142,517 respectively.

Investment Strategy and Market Update

The Federal Reserve (Fed) unanimously voted to keep the federal funds target range at 3.50%–3.75% during Kevin Warsh's first meeting as Fed Chair. While the policy decision was broadly expected, the meeting marked a notable shift in communication strategy as forward guidance was removed from the policy statement and replaced with a more analytical and data-dependent approach to policymaking

Inflation remained above the Fed's target in May, though the picture was mixed. Headline PCE rose to 4.1% year-over-year, largely reflecting elevated energy prices. Core PCE increased to 3.4% year-over-year, reflecting ongoing stickiness in services sectors while goods inflation moderated as tariff-related pressures continue to fade. We believe inflation may be at or near its peak as the recent decline in oil and gasoline prices should help moderate energy-related inflation pressures in the months ahead. Potential flare-ups in the Middle East remain a key risk to the outlook.

Economic growth remained solid on the surface as Q1 GDP was revised up to 2.1% from 1.6%. However, consumer spending made its weakest contribution to GDP since Q1 2022. Business investment remained a bright spot, particularly within technology, software, and AI-related capital spending.

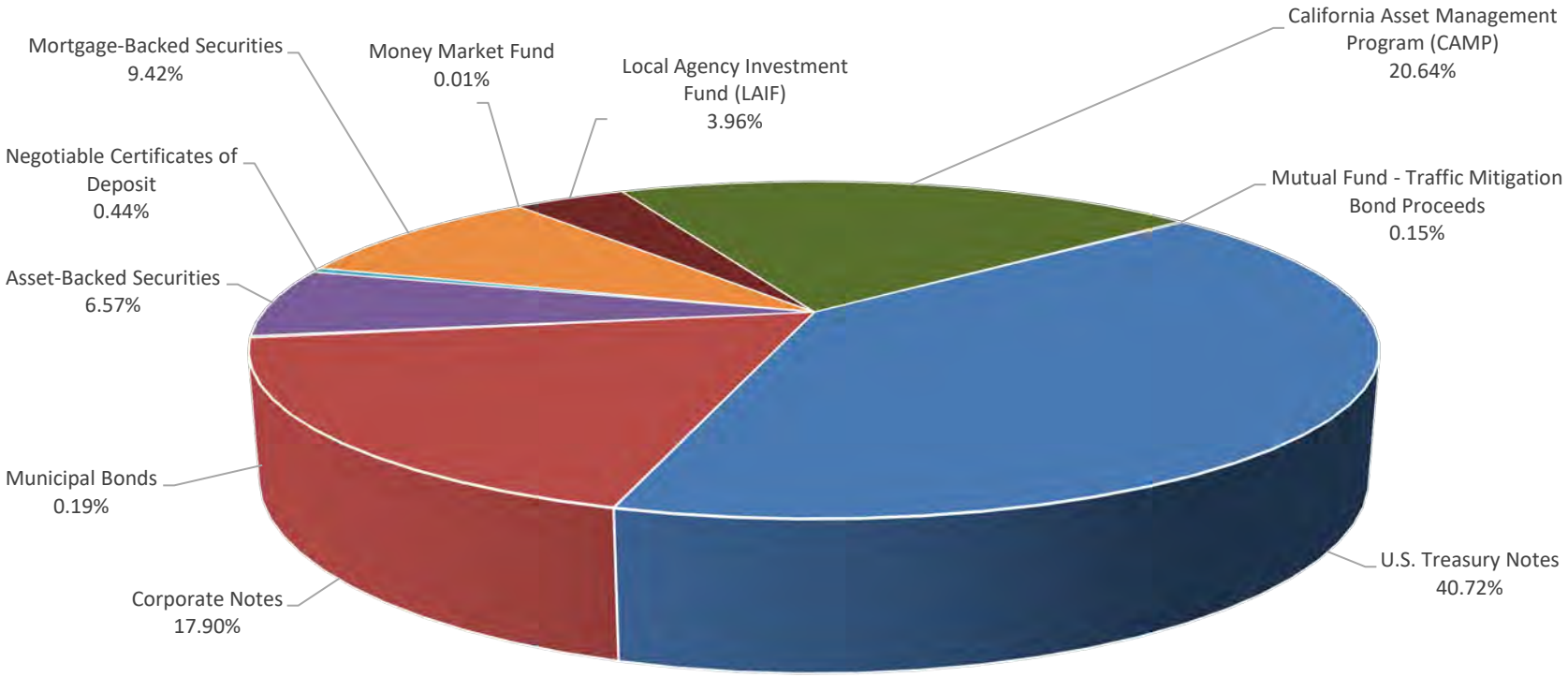
A more hawkish Fed tone pushed yields higher in June. Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended the month at 3.82%, 4.18%, and 4.47%, representing changes of +14 bps, +17 bps, and +3 bps, respectively.

The ICE BofA 3-month, 2-year, and 10-year U.S. Treasury indices returned +0.29%, +0.03%, and +0.33%, respectively.

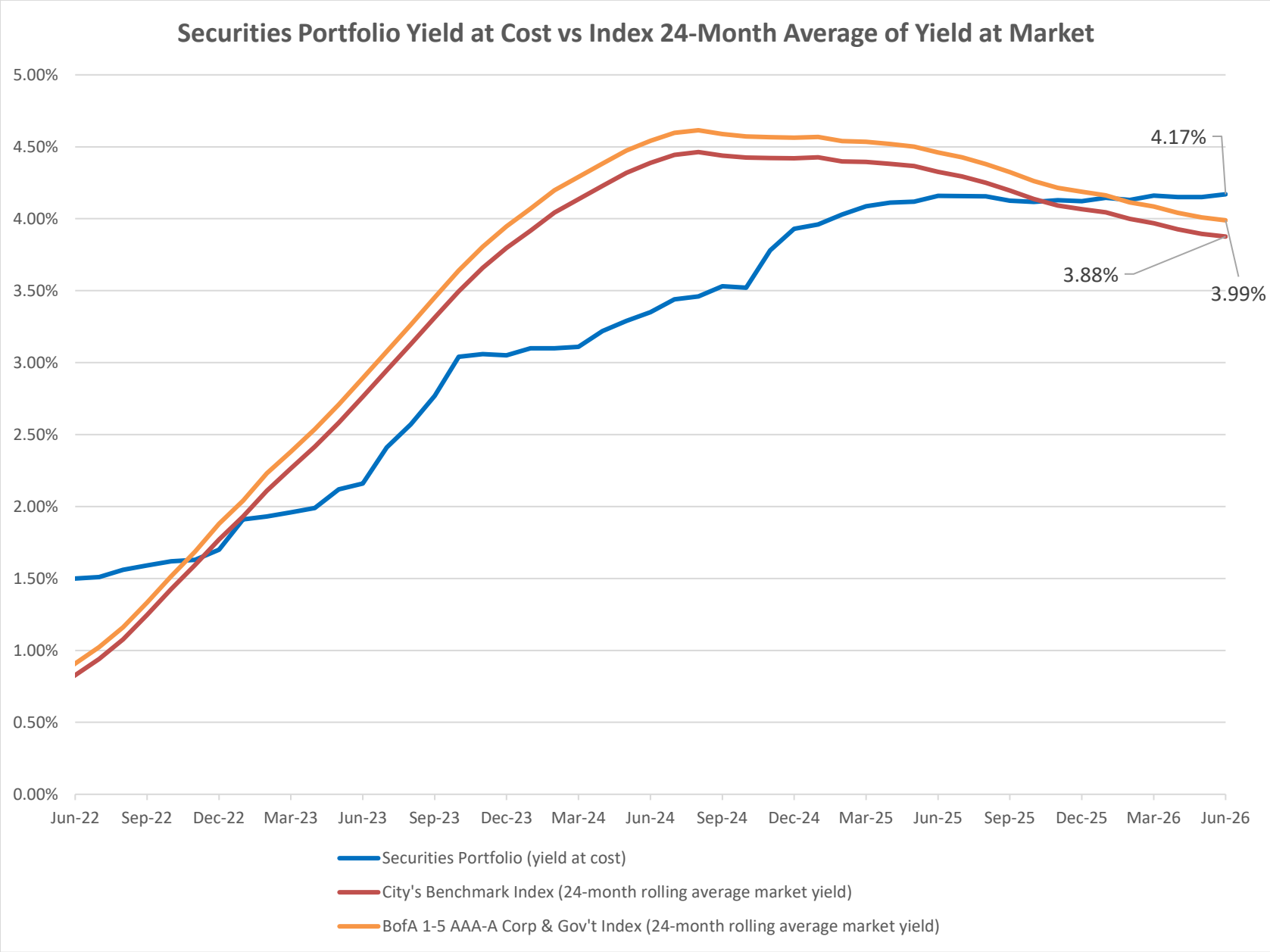
The City's investment strategy for June 2026 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of June 30, 2026, 40.72% of the City's portfolio consists of U.S. Treasury Notes, 20.64% consists of California Asset Management Program (CAMP), 17.90% consists of investment grade Corporate Notes, 9.42% consists of investment grade Mortgage-Backed Securities, 6.57% consists of investment grade Asset-Back Securities, 3.96% consists of Local Agency Investment Fund (LAIF), 0.44% consists of Negotiable Certificates of Deposit, and 0.19% of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.

The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.



	Current Month 6/30/2026
Investment Yield	
Liquidity Portfolio[1]	3.78%
LAIF average monthly yield	*3.82%*
Securities Portfolio[2]	4.17%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*3.88%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*3.99%*
City Portfolio (Liquidity + Securities)	4.08%
Investment Total Return*	
Securities Portfolio	0.08%
ICE BAML 1-5 US Treasury Index	*0.06%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.06%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.10
Securities Portfolio[2]	3.13
City Portfolio (Liquidity + Securities)	2.37
ICE BAML 1-5 US Treasury Index	*2.71*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.78*
Cash Interest Income Current Month[3]	$ 8,012,874
Cash Interest Income Fiscal Year-To-Date[3]	$ 63,245,856

1. Consists of CAMP Pool, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

CITY OF SANTA CLARA

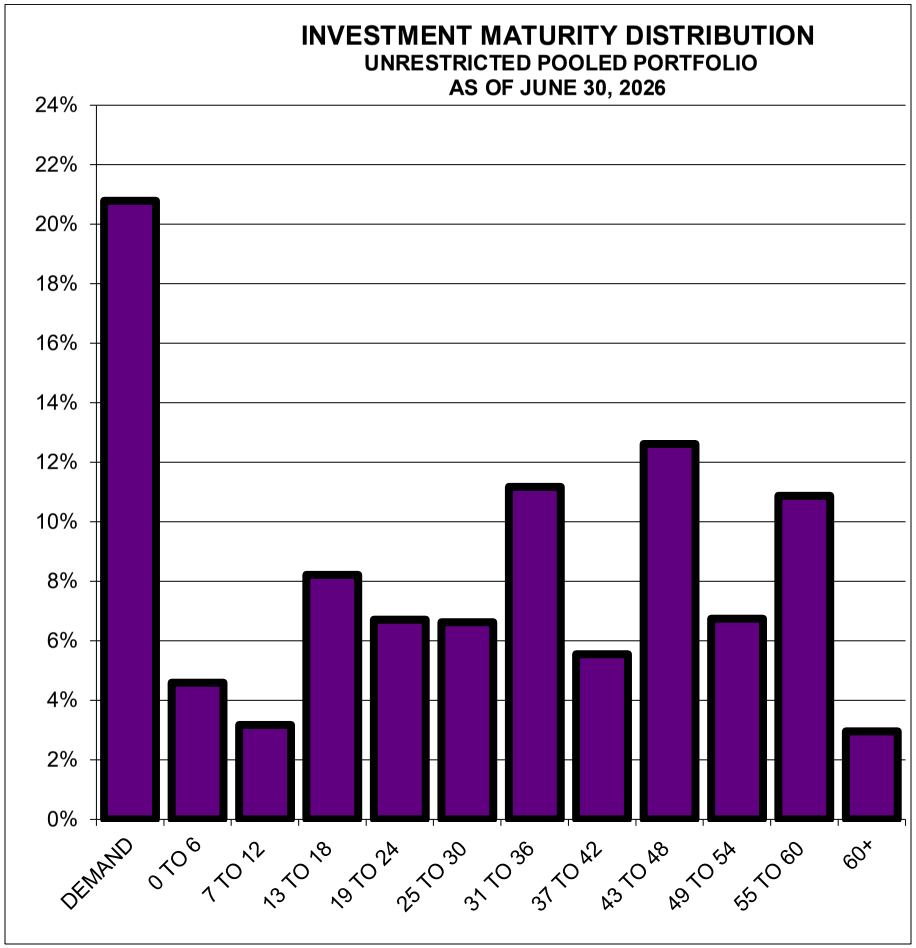
SUMMARY OF INVESTMENTS JUNE 30, 2026

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	687,928,593	40.72%	No Limit
Corporate Notes	302,432,519	17.90%	25%(1)
Municipal Bonds	3,190,000	0.19%	20%
Asset-Backed Securities	111,062,942	6.57%	15%(1)
Negotiable Certificates of Deposit	7,500,000	0.44%	30%
Mortgage-Backed Securities	159,196,031	9.42%	15%
Money Market Fund	95,747	0.01%	10% Per Fund
Local Agency Investment Fund (LAIF)	66,935,656	3.96%	$75 M
California Asset Management Program (CAMP)	348,722,555	20.64%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,515,636	0.15%	10% Per Fund
TOTAL INVESTMENTS	$ 1,689,579,679	100.00%	

(1) *Combined Maximum Holdings cannot exceed 35% of portfolio dollars*

INVESTMENT MATURITY DISTRIBUTION
AS OF JUNE 30, 2026
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 350,753,958 (a)	3	20.79%
0 TO 6	77,363,495	7	4.59%
7 TO 12	53,485,797	7	3.17%
13 TO 18	138,798,649	14	8.22%
19 TO 24	113,238,523	20	6.71%
25 TO 30	111,624,808	20	6.62%
31 TO 36	188,416,928	32	11.17%
37 TO 42	93,714,091	19	5.55%
43 TO 48	212,728,325	36	12.61%
49 TO 54	113,713,946	17	6.74%
55 TO 60	183,345,131	24	10.87%
60+	49,880,392	1	2.96%
TOTAL	$ 1,687,064,043	200	100.00%



Average Maturity of Unrestricted Pool: **2.37 Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

6/30/2026

Sector	Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	18,530,000.00	AA+	9/27/2024	19,070,691.87	3.55%	18,619,129.30	-451,562.57
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	10,000,000.00	AA+	10/16/2024	10,188,671.88	3.87%	10,048,100.00	-140,571.88
U.S. Treasury	UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	5,020,000.00	AA+	10/22/2024	5,102,947.66	3.96%	5,044,146.20	-58,801.46
U.S. Treasury	UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	4,540,000.00	AA+	9/6/2022	4,304,310.16	3.40%	4,446,022.00	141,711.84
U.S. Treasury	UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	7,495,000.00	AA+	10/11/2024	7,546,528.13	3.88%	7,492,976.35	-53,551.78
U.S. Treasury	UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,783,978.05	23,669.26
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	42,865,000.00	AA+	3/6/2025	43,036,439.69	4.02%	42,839,709.65	-196,730.04
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	16,115,000.00	AA+	9/17/2024	16,442,335.94	3.43%	16,105,492.15	-336,843.79
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	18,960,000.00	AA+	10/11/2024	19,088,128.13	3.89%	18,948,813.60	-139,314.53
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,255,000.00	AA+	12/13/2022	4,309,517.19	3.83%	4,252,489.55	-57,027.64
U.S. Treasury	UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,747,197.50	-86,113.05
U.S. Treasury	UNITED STATES TREASURY	11/17/1997	6.125%	11/15/2027	912810FB9	3,100,000.00	AA+	7/24/2024	3,288,058.59	4.14%	3,181,499.00	-106,559.59
U.S. Treasury	UNITED STATES TREASURY	11/30/2022	3.875%	11/30/2027	91282CFZ9	7,130,000.00	AA+	9/5/2024	7,182,917.97	3.63%	7,101,907.80	-81,010.17
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,335,270.52	3.85%	7,294,088.50	-41,182.02
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,829,533.00	-76,545.13
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	5,475,000.00	AA+	1/31/2023	5,518,415.04	3.70%	5,451,895.50	-66,519.54
U.S. Treasury	UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,175,000.00	AA+	9/27/2024	7,247,030.27	3.54%	7,144,721.50	-102,308.77
U.S. Treasury	UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	855,000.00	AA+	5/16/2023	855,400.78	3.49%	846,184.95	-9,215.83
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	8,080,000.00	AA+	1/26/2024	8,002,541.98	4.05%	8,058,507.20	55,965.22
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	2,450,000.00	AA+	3/7/2023	2,422,820.31	4.25%	2,443,483.00	20,662.69
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	5,215,000.00	AA+	10/11/2024	5,230,685.74	3.90%	5,201,128.10	-29,557.64
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,340,422.40	-192,077.60
U.S. Treasury	UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	2,680,000.00	AA+	5/4/2023	2,691,241.91	3.42%	2,655,504.80	-35,737.11
U.S. Treasury	UNITED STATES TREASURY	5/1/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,015,318.00	-27,170.28
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,619,527.60	-76,050.13
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	10,115,000.00	AA+	3/3/2025	10,002,391.60	3.99%	10,015,468.40	13,076.80
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	8,285,000.00	AA+	1/26/2024	8,149,074.22	4.04%	8,203,475.60	54,401.38
U.S. Treasury	UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	6,025,000.00	AA+	7/10/2023	5,934,570.68	4.36%	6,006,382.75	71,812.07
U.S. Treasury	UNITED STATES TREASURY	7/31/2023	4.125%	7/31/2028	91282CHQ7	4,950,000.00	AA+	8/2/2023	4,921,962.89	4.25%	4,946,535.00	24,572.11
U.S. Treasury	UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	2,900,000.00	AA+	1/26/2024	2,936,527.61	4.03%	2,912,238.00	-24,289.61
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,900,000.00	AA+	1/4/2024	6,140,839.84	3.94%	5,990,801.00	-150,038.84
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,160,000.00	AA+	1/8/2024	5,355,717.19	4.00%	5,239,412.40	-116,304.79
U.S. Treasury	UNITED STATES TREASURY	11/16/1998	5.250%	11/15/2028	912810FF0	11,160,000.00	AA+	9/17/2024	11,969,100.00	3.37%	11,435,094.00	-534,006.00
U.S. Treasury	UNITED STATES TREASURY	11/15/2018	3.125%	11/15/2028	9128285M8	1,460,000.00	AA+	1/22/2026	1,440,039.06	3.64%	1,425,894.40	-14,144.66
U.S. Treasury	UNITED STATES TREASURY	11/30/2023	4.375%	11/30/2028	91282CJN2	8,025,000.00	AA+	1/26/2024	8,150,704.10	4.01%	8,061,995.25	-88,708.85
U.S. Treasury	UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,470,000.00	AA+	1/19/2024	14,314,571.22	4.02%	14,326,457.60	11,886.38
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,947,694.34	4.28%	5,008,371.00	60,676.66
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	1,450,000.00	AA+	2/13/2024	1,442,693.36	4.11%	1,443,765.00	1,071.64
U.S. Treasury	UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	4,735,000.00	AA+	9/5/2024	4,814,348.24	3.58%	4,714,639.50	-99,708.74
U.S. Treasury	UNITED STATES TREASURY	2/16/1999	5.250%	2/15/2029	912810FG8	8,610,000.00	AA+	7/24/2024	9,040,500.00	4.04%	8,863,564.50	-176,935.50
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	4,375,000.00	AA+	9/27/2024	4,498,046.88	3.56%	4,384,056.25	-113,990.63
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	2,850,000.00	AA+	3/7/2024	2,867,923.83	4.11%	2,855,899.50	-12,024.33
U.S. Treasury	UNITED STATES TREASURY	4/1/2024	4.125%	3/31/2029	91282CKG5	10,050,000.00	AA+	4/11/2024	9,938,900.39	4.37%	10,038,241.50	99,341.11
U.S. Treasury	UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	16,425,000.00	AA+	4/30/2024	16,412,167.97	4.64%	16,621,278.75	209,110.78
U.S. Treasury	UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	5,625,000.00	AA+	8/2/2024	5,809,570.31	3.86%	5,692,218.75	-117,351.56
U.S. Treasury	UNITED STATES TREASURY	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	4,994,847.00	954.42
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	24,360,000.00	AA+	9/5/2024	25,072,406.07	3.58%	24,415,297.20	-657,108.87
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	1,100,000.00	AA+	8/15/2024	1,128,316.41	3.67%	1,102,497.00	-25,819.41
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	16,955,000.00	AA+	7/3/2024	16,858,965.82	4.38%	16,993,487.85	134,522.03
U.S. Treasury	UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	7,590,000.00	AA+	7/3/2024	7,538,411.72	4.40%	7,607,229.30	68,817.58
U.S. Treasury	UNITED STATES TREASURY	7/31/2024	4.000%	7/31/2029	91282CLC3	9,575,000.00	AA+	9/17/2024	9,819,237.30	3.43%	9,529,327.25	-289,910.05
U.S. Treasury	UNITED STATES TREASURY	8/31/2022	3.125%	8/31/2029	91282CFJ5	10,650,000.00	AA+	9/27/2024	10,429,095.70	3.59%	10,321,341.00	-107,754.70
U.S. Treasury	UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	12,700,000.00	AA+	9/5/2024	12,736,214.84	3.56%	12,496,546.00	-239,668.84

City of Santa Clara Monthly Report

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Sector	Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
U.S. Treasury	UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	1,870,000.00	AA+	9/3/2024	1,864,156.25	3.69%	1,840,042.60	-24,113.65
U.S. Treasury	UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,575,000.00	AA+	10/10/2024	5,481,792.97	3.87%	5,461,771.75	-20,021.22
U.S. Treasury	UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,185,000.00	AA+	10/8/2024	5,101,756.45	3.86%	5,079,692.65	-22,063.80
U.S. Treasury	UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	3,175,000.00	AA+	10/31/2024	3,172,395.51	4.14%	3,169,920.00	-2,475.51
U.S. Treasury	UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	1,140,000.00	AA+	11/15/2024	1,131,539.06	4.29%	1,138,176.00	6,636.94
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,202,893.00	4.22%	5,191,888.00	-11,005.00
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	2,700,000.00	AA+	12/31/2024	2,672,472.66	4.36%	2,695,788.00	23,315.34
U.S. Treasury	UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	4,950,000.00	AA+	12/6/2024	4,958,894.53	4.08%	4,942,278.00	-16,616.53
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	5,100,000.00	AA+	2/5/2025	5,081,200.85	4.33%	5,111,169.00	29,968.15
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,021.90	51.20
U.S. Treasury	UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	1,115,000.00	AA+	2/6/2025	1,115,261.33	4.24%	1,117,441.85	2,180.52
U.S. Treasury	UNITED STATES TREASURY	2/28/2023	4.000%	2/28/2030	91282CGQ8	6,085,000.00	AA+	3/6/2025	6,054,099.61	4.11%	6,048,185.75	-5,913.86
U.S. Treasury	UNITED STATES TREASURY	4/30/2025	3.875%	4/30/2030	91282CMZ1	5,190,000.00	AA+	3/20/2026	5,194,460.16	3.85%	5,133,844.20	-60,615.96
U.S. Treasury	UNITED STATES TREASURY	4/30/2025	3.875%	4/30/2030	91282CMZ1	4,135,000.00	AA+	3/20/2026	4,136,938.28	3.86%	4,090,259.30	-46,678.98
U.S. Treasury	UNITED STATES TREASURY	5/31/2023	3.750%	5/31/2030	91282CHF1	3,945,000.00	AA+	6/5/2025	3,900,310.55	4.00%	3,882,590.10	-17,720.45
U.S. Treasury	UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	4,250,000.00	AA+	8/20/2025	4,260,458.98	3.82%	4,199,850.00	-60,608.98
U.S. Treasury	UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	5,325,000.00	AA+	8/28/2025	5,362,441.41	3.72%	5,262,165.00	-100,276.41
U.S. Treasury	UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	20,815,000.00	AA+	9/3/2025	20,696,509.15	3.74%	20,363,730.80	-332,778.35
U.S. Treasury	UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	3,610,000.00	AA+	9/11/2025	3,616,909.77	3.58%	3,531,735.20	-85,174.57
U.S. Treasury	UNITED STATES TREASURY	9/30/2025	3.625%	9/30/2030	91282CPA3	6,050,000.00	AA+	10/31/2025	6,029,047.54	3.71%	5,916,718.50	-112,329.04
U.S. Treasury	UNITED STATES TREASURY	9/30/2025	3.625%	9/30/2030	91282CPA3	1,500,000.00	AA+	10/2/2025	1,495,781.25	3.69%	1,466,955.00	-28,826.25
U.S. Treasury	UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2030	91282CJG7	7,250,000.00	AA+	11/20/2025	7,631,474.61	3.70%	7,440,602.50	-190,872.11
U.S. Treasury	UNITED STATES TREASURY	12/1/2025	3.500%	11/30/2030	91282CPN5	10,000,000.00	AA+	12/5/2025	9,942,968.75	3.63%	9,719,500.00	-223,468.75
U.S. Treasury	UNITED STATES TREASURY	12/31/2025	3.625%	12/31/2030	91282CPR6	6,770,000.00	AA+	1/5/2026	6,740,971.15	3.73%	6,610,566.50	-130,404.65
U.S. Treasury	UNITED STATES TREASURY	12/31/2025	3.625%	12/31/2030	91282CPR6	155,000.00	AA+	12/31/2025	154,467.19	3.70%	151,349.75	-3,117.44
U.S. Treasury	UNITED STATES TREASURY	2/2/2026	3.750%	1/31/2031	91282CPW5	6,925,000.00	AA+	2/5/2026	6,900,654.30	3.83%	6,794,325.25	-106,329.05
U.S. Treasury	UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2031	91282CKC4	14,100,000.00	AA+	3/5/2026	14,459,660.16	3.69%	14,123,688.00	-335,972.16
U.S. Treasury	UNITED STATES TREASURY	3/2/2026	3.500%	2/28/2031	91282CQD6	18,200,000.00	AA+	3/16/2026	17,936,112.16	3.87%	17,666,012.00	-270,100.16
U.S. Treasury	UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2031	91282CKN0	5,150,000.00	AA+	6/30/2026	5,258,632.81	4.14%	5,242,133.50	-16,499.31
U.S. Treasury	UNITED STATES TREASURY	4/30/2026	3.875%	4/30/2031	91282CQK0	19,600,000.00	AA+	5/29/2026	19,334,328.13	4.18%	19,318,348.00	-15,980.13
U.S. Treasury	UNITED STATES TREASURY	4/30/2026	3.875%	4/30/2031	91282CQK0	1,575,000.00	AA+	5/15/2026	1,558,388.67	4.11%	1,552,367.25	-6,021.42
U.S. Treasury	UNITED STATES TREASURY	4/30/2026	3.875%	4/30/2031	91282CQK0	7,350,000.00	AA+	4/30/2026	7,293,152.34	4.05%	7,244,380.50	-48,771.84
U.S. Treasury	UNITED STATES TREASURY	12/1/2025	3.750%	11/30/2032	91282CPM7	50,430,000.00	AA+	12/23/2025	49,880,391.80	3.93%	48,917,100.00	-963,291.80
	U.S. Treasury Bond / Note				**Subtotal**	684,730,000.00			687,928,593.49		680,592,734.30	-7,335,859.19
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	8,017,535.59	AA+	11/30/2023	7,706,542.70	5.14%	7,965,020.73	258,478.03
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	7/1/2023	4.190%	7/1/2028	3136BQDE6	6,963,802.31	AA+	7/31/2023	6,845,744.10	4.58%	6,918,189.41	72,445.31
Federal Agency Commercial Mortgage-Backed Security	FANNIE MAE-ACES	5/1/2026	4.250%	5/1/2031	3136G5V64	8,550,000.00	AA+	6/29/2026	8,445,796.88	4.53%	8,430,642.00	-15,154.88
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,017,953.63	AA+	5/24/2023	4,863,494.76	4.29%	4,995,121.94	131,627.18
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2017	3.224%	3/1/2027	3137BXQY1	8,000,000.00	AA+	8/18/2023	7,546,250.00	4.94%	7,941,520.00	395,270.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2017	3.243%	4/1/2027	3137F1G44	4,545,000.00	AA+	8/18/2023	4,285,260.35	4.93%	4,504,140.45	218,880.10
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,425,690.09	AA+	8/22/2023	6,009,024.25	4.97%	6,357,963.32	348,939.07
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.819%	6/1/2028	3137HACX2	7,500,000.00	AA+	7/20/2023	7,574,910.00	4.59%	7,533,525.00	-41,385.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	5,792,274.97	AA+	7/27/2023	5,792,130.18	4.78%	5,804,612.52	12,482.34
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	10/1/2023	4.740%	8/1/2028	3137HAQ74	5,750,000.00	AA+	10/19/2023	5,623,868.00	5.25%	5,772,425.00	148,557.00

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Sector	Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2025	4.850%	1/1/2030	3137HJZY6	9,019,000.00	AA+	2/27/2025	9,076,532.20	4.70%	9,106,484.30	29,952.10
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.478%	1/1/2030	3137HKQC1	10,570,000.00	AA+	4/10/2025	10,643,049.27	4.32%	10,558,584.40	-84,464.87
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.410%	1/1/2030	3137HKXJ8	4,010,000.00	AA+	4/24/2025	4,009,859.65	4.41%	4,003,383.50	-6,476.15
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2025	4.430%	2/1/2030	3137HKPF5	5,960,000.00	AA+	3/20/2025	5,959,934.44	4.43%	5,944,086.80	-15,847.64
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2025	4.513%	2/1/2030	3137HLJA1	4,285,000.00	AA+	5/29/2025	4,284,880.02	4.51%	4,285,171.40	291.38
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	6/1/2025	4.348%	2/1/2030	3137HLXV9	11,370,000.00	AA+	6/12/2025	11,369,590.68	4.35%	11,310,193.80	-59,396.88
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.361%	5/1/2030	3137HN4R6	7,245,000.00	AA+	9/18/2025	7,353,573.57	4.01%	7,208,847.45	-144,726.12
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.421%	5/1/2030	3137HN6B9	6,945,000.00	AA+	9/29/2025	7,048,959.71	4.06%	6,924,095.55	-124,864.16
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2025	4.329%	6/1/2030	3137HMC65	11,192,000.00	AA+	7/17/2025	11,191,787.35	4.33%	11,122,050.00	-69,737.35
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2026	3.948%	1/1/2031	3137HQDM0	12,000,000.00	AA+	2/26/2026	11,994,492.00	3.96%	11,727,960.00	-266,532.00
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2026	3.936%	1/1/2031	3137HQSP7	5,610,000.00	AA+	3/12/2026	5,609,893.41	3.94%	5,480,296.80	-129,596.61
Federal Agency Commercial Mortgage-Backed Security	FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2026	4.130%	3/1/2031	3137HQSV4	5,945,000.00	AA+	3/26/2026	5,960,457.00	4.07%	5,854,873.80	-105,583.20
	Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	160,713,256.59			159,196,030.52		159,749,188.17	553,157.65
Municipals	STATE OF HAWAII	4/30/2026	4.212%	4/1/2031	419792S23	3,190,000.00	AA+	4/30/2026	3,190,000.00	4.21%	3,156,632.60	-33,367.40
	Municipals				**Subtotal**	3,190,000.00			3,190,000.00		3,156,632.60	-33,367.40
Corporate Note	ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,635,000.00	A+	4/4/2024	1,632,563.85	4.83%	1,650,973.95	18,410.10
Corporate Note	ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,340,000.00	A+	4/4/2024	1,337,762.20	4.84%	1,353,091.80	15,329.60
Corporate Note	ADOBE INC	2/3/2020	2.300%	2/1/2030	00724PAD1	8,900,000.00	A+	2/6/2026	8,310,731.00	4.12%	8,215,590.00	-95,141.00
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	4,570,000.00	AA+	2/13/2026	4,565,338.60	3.74%	4,495,828.90	-69,509.70
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	710,000.00	AA+	2/13/2026	707,422.70	3.83%	698,476.70	-8,946.00
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	760,000.00	AA+	2/13/2026	759,247.60	3.74%	747,665.20	-11,582.40
Corporate Note	ALPHABET INC	2/13/2026	3.700%	2/15/2029	02079KBJ5	760,000.00	AA+	2/13/2026	759,186.80	3.74%	747,665.20	-11,521.60
Corporate Note	ALPHABET INC	11/6/2025	4.100%	11/15/2030	02079KAW7	5,725,000.00	AA+	11/17/2025	5,734,331.75	4.06%	5,640,728.00	-93,603.75
Corporate Note	ALPHABET INC	2/13/2026	4.100%	2/15/2031	02079KBK2	5,650,000.00	AA+	3/3/2026	5,669,040.50	4.02%	5,551,577.00	-117,463.50
Corporate Note	AMAZON.COM INC	3/13/2026	4.250%	3/13/2031	023135DD5	11,500,000.00	AA	3/13/2026	11,456,185.00	4.34%	11,323,590.00	-132,595.00
Corporate Note	AMAZON.COM INC	3/13/2026	4.250%	3/13/2031	023135DD5	6,775,000.00	AA	3/19/2026	6,736,518.00	4.38%	6,671,071.50	-65,446.50
Corporate Note	ASTRAZENECA FINANCE LLC	2/26/2024	4.850%	2/26/2029	04636NAL7	8,500,000.00	A+	6/27/2025	8,689,040.00	4.19%	8,586,700.00	-102,340.00
Corporate Note	BANK OF NY MELLON	4/22/2025	4.729%	4/20/2029	06405LAH4	8,000,000.00	AA-	4/28/2025	8,093,600.00	4.40%	8,033,760.00	-59,840.00
Corporate Note	BANK OF NY MELLON	1/22/2026	4.026%	1/22/2030	06406RCG0	7,945,000.00	A	1/28/2026	7,931,016.80	4.07%	7,834,326.15	-96,690.65
Corporate Note	BANK OF NY MELLON	1/22/2026	4.026%	1/22/2030	06406RCG0	1,085,000.00	A	1/22/2026	1,085,000.00	4.03%	1,069,885.95	-15,114.05
Corporate Note	BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	1,300,000.00	AA-	5/18/2022	1,282,950.50	3.50%	1,291,732.00	8,781.50
Corporate Note	BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	2,924,000.00	AA-	4/11/2024	2,911,222.12	4.80%	2,953,006.08	41,783.96
Corporate Note	BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	353,472.00	4,105.50
Corporate Note	BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	4,980,000.00	A-	4/2/2025	5,035,178.40	4.66%	5,007,190.80	-27,987.60
Corporate Note	BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	1,390,000.00	A-	4/7/2026	1,403,149.40	4.61%	1,397,589.40	-5,560.00
Corporate Note	BOFA SECURITIES INC.	2/13/2020	2.496%	2/13/2031	06051GHZ5	4,325,000.00	A-	3/17/2026	4,008,972.25	4.16%	3,996,819.00	-12,153.25
Corporate Note	BRISTOL-MYERS SQUIBB CO	11/13/2023	5.750%	2/1/2031	110122DY1	10,569,000.00	A	3/4/2026	11,324,472.12	4.13%	11,049,572.43	-274,899.69
Corporate Note	CATERPILLAR FINL SERVICE	1/8/2026	4.150%	1/8/2031	14913UBH2	1,235,000.00	A	1/8/2026	1,234,555.40	4.16%	1,215,240.00	-19,315.40
Corporate Note	CHARLES SCHWAB CORP/THE	5/21/2026	4.744%	5/21/2030	808513CQ6	7,065,000.00	A-	5/21/2026	7,061,467.50	4.76%	7,078,352.85	16,885.35
Corporate Note	CHARLES SCHWAB CORP/THE	5/21/2026	4.744%	5/21/2030	808513CQ6	2,185,000.00	A-	5/21/2026	2,185,000.00	4.74%	2,189,129.65	4,129.65

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Corporate Note	CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	10,000,000.00	AA-	4/22/2025	10,124,500.00	4.46%	10,087,000.00	-37,500.00
Corporate Note	CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	6,800,000.00	AA-	4/30/2025	6,955,924.00	4.22%	6,859,160.00	-96,764.00
Corporate Note	CITIGROUP GLOBAL MARKETS	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,548,729.00	323,729.00
Corporate Note	ELI LILLY & COMPANY	2/12/2025	4.550%	2/12/2028	532457CU0	6,500,000.00	AA-	6/27/2025	6,578,910.00	4.06%	6,527,300.00	-51,610.00
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	AA-	8/14/2024	1,557,643.50	4.16%	1,546,867.35	-10,776.15
Corporate Note	ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	AA-	8/14/2024	444,025.45	4.25%	442,672.65	-1,352.80
Corporate Note	HOME DEPOT INC/THE	9/15/2025	3.950%	9/15/2030	437076DJ8	1,885,000.00	A	9/15/2025	1,878,232.85	4.03%	1,847,205.75	-31,027.10
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	2/24/2022	2.947%	2/24/2028	46647PCW4	2,925,000.00	A	9/18/2023	2,674,532.25	5.13%	2,895,662.25	221,130.00
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.571%	4/22/2028	46647PEE2	5,000,000.00	A	8/9/2024	5,103,350.00	4.95%	5,041,700.00	-61,650.00
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	1/24/2025	4.915%	1/24/2029	46647PEU6	2,825,000.00	A	3/13/2025	2,841,921.75	4.74%	2,838,701.25	-3,220.50
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	7/23/2018	4.203%	7/23/2029	46647PAV8	4,075,000.00	A	3/5/2026	4,085,472.75	4.12%	4,040,118.00	-45,354.75
Corporate Note	JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.581%	4/22/2030	46647PEG7	2,750,000.00	A	4/28/2025	2,835,552.50	4.87%	2,810,252.50	-25,300.00
Corporate Note	KENVUE INC	10/17/2023	5.050%	3/22/2028	49177JAF9	6,250,000.00	A	6/30/2025	6,397,562.50	4.12%	6,310,125.00	-87,437.50
Corporate Note	MASTERCARD INC	5/31/2019	2.950%	6/1/2029	57636QAM6	7,500,000.00	A+	6/27/2024	6,889,875.00	4.82%	7,222,350.00	332,475.00
Corporate Note	MASTERCARD INC	6/8/2026	4.600%	6/8/2031	57636QBL7	6,635,000.00	A+	6/8/2026	6,629,692.00	4.62%	6,624,782.10	-4,909.90
Corporate Note	MASTERCARD INC	6/8/2026	4.600%	6/8/2031	57636QBL7	4,365,000.00	A+	6/10/2026	4,359,019.95	4.63%	4,358,277.90	-742.05
Corporate Note	META PLATFORMS INC	5/4/2026	4.550%	5/15/2031	30303MAF9	13,000,000.00	AA-	6/4/2026	12,926,030.00	4.68%	12,930,060.00	4,030.00
Corporate Note	META PLATFORMS INC	5/4/2026	4.550%	5/15/2031	30303MAF9	5,370,000.00	AA-	6/4/2026	5,339,659.50	4.68%	5,341,109.40	1,449.90
Corporate Note	MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	6,105,000.00	A+	5/31/2024	6,117,881.55	5.45%	6,156,220.95	38,339.40
Corporate Note	MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	3,145,000.00	A+	5/30/2024	3,145,000.00	5.50%	3,171,386.55	26,386.55
Corporate Note	MORGAN STANLEY BANK NA	2/2/2026	4.213%	2/8/2030	61776NU43	5,000,000.00	A+	2/5/2026	5,001,750.00	4.20%	4,934,700.00	-67,050.00
Corporate Note	MORGAN STANLEY BANK NA	2/2/2026	4.213%	2/8/2030	61776NU43	3,650,000.00	A+	2/3/2026	3,649,854.00	4.21%	3,602,331.00	-47,523.00
Corporate Note	NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	10,000,000.00	AA	6/27/2025	10,167,800.00	4.32%	10,041,700.00	-126,100.00
Corporate Note	NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	6,825,000.00	AA	6/27/2025	6,937,134.75	4.32%	6,853,460.25	-83,674.50
Corporate Note	NOVARTIS FINANCE CORPORATION	11/5/2025	4.100%	11/5/2030	66989HAY4	15,630,000.00	AA-	11/5/2025	15,583,110.00	4.17%	15,355,849.80	-227,260.20
Corporate Note	PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	6,165,000.00	A+	7/30/2024	6,161,547.60	4.61%	6,204,394.35	42,846.75
Corporate Note	PEPSICO INC	7/17/2024	4.500%	7/17/2029	713448FX1	4,380,000.00	A+	7/17/2024	4,373,211.00	4.53%	4,393,534.20	20,323.20
Corporate Note	PEPSICO INC	2/7/2025	4.600%	2/7/2030	713448GB8	2,380,000.00	A+	2/7/2025	2,376,001.60	4.64%	2,398,849.60	22,848.00
Corporate Note	SALESFORCE.COM INC	3/13/2026	4.650%	3/15/2029	79466LAR5	9,250,000.00	A+	3/13/2026	9,247,965.00	4.66%	9,245,190.00	-2,775.00
Corporate Note	STATE STREET BANK & TR	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,304,402.80	53,037.60
Corporate Note	TOYOTA MOTOR CREDIT CORP	9/11/2023	5.250%	9/11/2028	89236TLB9	5,600,000.00	A+	9/11/2023	5,590,256.00	5.29%	5,693,352.00	103,096.00
Corporate Note	TOYOTA MOTOR CREDIT CORP	1/12/2026	4.200%	1/10/2031	89236TPH2	3,645,000.00	A+	1/12/2026	3,643,870.05	4.21%	3,579,462.90	-64,407.15
Corporate Note	WALMART INC.	4/30/2026	4.150%	4/30/2031	931142FT5	2,080,000.00	AA	4/30/2026	2,075,548.80	4.20%	2,056,121.60	-19,427.20
	Corporate Note				**Subtotal**	302,378,000.00			302,432,518.54		301,416,063.71	-1,016,454.83
Asset-Backed Security	AMERICAN EXPRESS CREDIT ACCOUNT MASTER	9/19/2023	5.230%	9/15/2028	02582JKD1	6,170,000.00	AAA	9/19/2023	6,169,724.20	5.23%	6,187,276.00	17,551.80
Asset-Backed Security	AMERICAN EXPRESS CREDIT ACCOUNT MASTER	7/22/2025	4.300%	7/15/2030	02582JKV1	6,515,000.00	AAA	7/22/2025	6,514,061.19	4.30%	6,506,465.35	-7,595.84
Asset-Backed Security	BA CREDIT CARD TRUST	12/14/2023	4.980%	11/15/2028	05522RDH8	3,045,000.00	NR	12/14/2023	3,044,591.06	4.98%	3,054,744.00	10,152.94
Asset-Backed Security	BA CREDIT CARD TRUST	6/12/2025	4.310%	5/15/2030	05522RDK1	5,250,000.00	AAA	6/12/2025	5,249,980.05	4.31%	5,248,057.50	-1,922.55
Asset-Backed Security	BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	2,294,995.22	NR	11/21/2023	2,294,953.68	5.74%	2,305,850.55	10,896.87
Asset-Backed Security	CAPITAL ONE MULTI-ASSET EXECUTION TRUST	9/16/2025	3.820%	9/15/2030	14041NGF2	7,250,000.00	AAA	9/16/2025	7,248,625.40	3.82%	7,165,755.00	-82,870.40
Asset-Backed Security	CHASE AUTO OWNER TRUST 2024-5A	7/30/2025	4.290%	6/25/2030	16145NAC5	3,255,000.00	NR	7/30/2025	3,254,681.99	4.29%	3,252,330.90	-2,351.09
Asset-Backed Security	CHASE ISSUANCE TRUST	9/15/2023	5.160%	9/15/2028	161571HT4	6,045,000.00	AAA	9/15/2023	6,043,324.33	5.17%	6,060,233.40	16,909.07
Asset-Backed Security	CHASE ISSUANCE TRUST	1/31/2024	4.600%	1/15/2029	161571HV9	7,605,000.00	AAA	1/31/2024	7,603,841.76	4.60%	7,621,731.00	17,889.24
Asset-Backed Security	CHASE ISSUANCE TRUST	7/25/2025	4.160%	7/15/2030	161571HZ0	9,190,000.00	AAA	7/25/2025	9,189,815.28	4.16%	9,154,159.00	-35,656.28

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Asset-Backed Security	CITIBANK CREDIT CARD ISSUANCE TRUST	6/26/2025	4.300%	6/21/2030	17305EHA6	11,485,000.00	AAA	6/26/2025	11,481,884.12	4.31%	11,465,590.35	-16,293.77
Asset-Backed Security	FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	1,695,293.86	AAA	8/23/2023	1,695,188.75	5.53%	1,702,617.53	7,428.78
Asset-Backed Security	GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	405,471.77	NR	1/17/2024	405,390.23	4.85%	406,590.87	1,200.64
Asset-Backed Security	GM FINANCIAL SECURITIZED TERM AUTO RECE	5/14/2025	4.280%	4/16/2030	362549AD9	1,965,000.00	AAA	5/14/2025	1,964,710.75	4.28%	1,965,235.80	525.05
Asset-Backed Security	HONDA AUTO RECEIVABLES OWNER TRUST 2024	2/18/2026	3.780%	9/23/2030	43815CAD0	1,635,000.00	NR	2/18/2026	1,634,739.54	3.78%	1,615,886.85	-18,852.69
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	1,150,121.55	AAA	11/13/2023	1,149,970.30	5.54%	1,156,573.73	6,603.43
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	3/12/2025	4.320%	10/15/2029	44935CAD3	6,570,000.00	AAA	3/12/2025	6,569,030.93	4.32%	6,573,022.20	3,991.27
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	6/11/2025	4.360%	12/17/2029	44935XAD7	2,825,000.00	AAA	6/11/2025	2,824,744.90	4.36%	2,825,875.75	1,130.85
Asset-Backed Security	HYUNDAI AUTO RECEIVABLES TRUST 2024-C	9/17/2025	3.880%	4/15/2030	44935JAD8	5,770,000.00	AAA	9/17/2025	5,769,058.34	3.88%	5,728,398.30	-40,660.04
Asset-Backed Security	KUBOTA CREDIT OWNER TRUST 2024-2A	2/19/2025	4.670%	6/15/2029	50117FAC5	4,065,000.00	NR	2/19/2025	4,064,860.57	4.67%	4,074,796.65	9,936.08
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	895,843.06	AAA	11/14/2023	895,746.49	5.54%	901,495.83	5,749.34
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	4/30/2025	4.340%	11/15/2029	89231HAD8	4,385,000.00	AAA	4/30/2025	4,384,748.74	4.34%	4,386,578.60	1,829.86
Asset-Backed Security	TOYOTA AUTO RECEIVABLES OWNER TRUST COM	7/30/2025	4.110%	3/15/2030	89238VAD0	4,705,000.00	AAA	7/30/2025	4,704,504.09	4.11%	4,690,932.05	-13,572.04
Asset-Backed Security	VOLKSWAGEN AUTO LOAN ENHANCED TRUST 202	3/25/2025	4.500%	8/20/2029	92868MAD1	6,905,000.00	NR	3/25/2025	6,904,765.23	4.50%	6,919,017.15	14,251.92
	Asset-Backed Security				**Subtotal**	111,076,725.46			111,062,941.92		110,969,214.36	-93,727.56
Certificate of Deposit	COOPERAT RABOBANK UA/NY	7/20/2023	5.080%	7/17/2026	21684LGS5	7,500,000.00	A-1	7/20/2023	7,500,000.00	5.08%	7,504,725.00	4,725.00
	Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,504,725.00	4,725.00
Cash Equivalent	PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		1.800%	7/1/2026	992995944	95,747.00		9/1/2020	95,747.00		95,747.00	-
Cash Equivalent	LOCAL AGENCY INVESTMENT FUND		3.810%	7/1/2026		66,935,656.36		9/30/1997	66,935,656.36		66,935,656.36	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM		3.760%	7/1/2026		283,722,555.07		10/4/2022	283,722,555.07		283,722,555.07	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.810%	8/12/2026		20,000,000.00		4/2/2026	20,000,000.00		20,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.760%	8/19/2026		10,000,000.00		4/22/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.760%	9/18/2026		15,000,000.00		5/27/2026	15,000,000.00		15,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.810%	10/23/2026		10,000,000.00		5/19/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.880%	11/27/2026		10,000,000.00		6/2/2026	10,000,000.00		10,000,000.00	-
Cash Equivalent	DREYFUS TREASURY		3.510%	7/1/2026		2,515,636.18		10/31/1997	2,515,636.18		2,515,636.18	-
	Cash Equivalent				**Subtotal**	418,269,594.61			418,269,594.61		418,269,594.61	-
	Grand Total			**Count**	**201**	1,687,857,576.66			1,689,579,679.08		1,681,658,152.75	(7,921,526.33)

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,264,934,162.76**	
		CASH EQUIVALENTS			
06/01/26		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 5/1/26 TO 5/31/26	989.49		
06/30/26	5,664,989.91	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 11 TRANSACTIONS	5,664,989.91-	5,664,989.91	
06/30/26	5,641,354.23-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 2 TRANSACTIONS	5,641,354.23	5,641,354.23-	
		BONDS & NOTES			
06/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 4.300% 7/15/30 CUSIP 02582JKV1 $0.00358/PV ON 6,515,000.00 PV DUE 6/15/26	23,345.41		
06/15/26		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 6/15/26	26,890.91		
06/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 $0.00359/PV ON 5,250,000.00 PV DUE 6/15/26	18,856.25		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/15/26		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00187/PV ON 2,584,733.20 PV DUE 6/15/26	12,363.64		
06/15/26	289,737.98-	PAID DOWN BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1	289,737.98	289,732.74-	5.24
06/15/26		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 6/15/26	12,636.75		
06/08/26	1,615,000-	SOLD BLACKROCK INC 3.200% 3/15/27 CUSIP 09247XAN1 AT $99.3860 ON TRADE DATE 06/04/2026 TO SETTLE ON 06/08/2026 1767 WACHOVIA EVERGREEN - CHA	1,605,083.90	1,593,819.28-	11,264.62
06/08/26		ACCRUED INTEREST ON SALE BLACKROCK INC 3.200% 3/15/27 CUSIP 09247XAN1	11,915.11		
06/10/26	4,365,000-	SOLD BLACKROCK INC 3.200% 3/15/27 CUSIP 09247XAN1 AT $99.3610 ON TRADE DATE 06/09/2026 TO SETTLE ON 06/10/2026 FTN FINANCIAL SECURITIES CORP	4,337,107.65	4,307,753.02-	29,354.63
06/10/26		ACCRUED INTEREST ON SALE BLACKROCK INC 3.200% 3/15/27 CUSIP 09247XAN1	32,980.00		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/15/26		INTEREST RECEIVED CAPITAL ONE ABS 3.820% 9/16/30 CUSIP 14041NGF2 $0.00318/PV ON 7,250,000.00 PV DUE 6/15/26	23,079.16		
06/25/26		INTEREST RECEIVED CHASE AUTO ABS 4.290% 6/25/30 CUSIP 16145NAC5 $0.00358/PV ON 3,255,000.00 PV DUE 6/25/26	11,636.63		
06/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 4.160% 7/15/30 CUSIP 161571HZ0 $0.00347/PV ON 9,190,000.00 PV DUE 6/15/26	31,858.67		
06/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 6/15/26	29,152.50		
06/15/26		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 6/15/26	25,993.50		
06/22/26		INTEREST RECEIVED CITIBANK CREDIT ABS 4.300% 6/21/30 CUSIP 17305EHA6 $0.02150/PV ON 11,485,000.00 PV DUE 6/21/26	246,927.50		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/26		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00256/PV ON 6,435,669.95 PV DUE 6/25/26	16,716.65		
06/25/26	9,979.86-	PAID DOWN FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3	9,979.86	9,332.73-	647.13
06/25/26		INTEREST RECEIVED FHLMC CMO V-M 4.329% 6/25/30 CUSIP 3137HMC65 $0.00361/PV ON 11,192,000.00 PV DUE 6/25/26	40,375.14		
06/25/26		INTEREST RECEIVED FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9 $0.00368/PV ON 6,945,000.00 PV DUE 6/25/26	25,586.54		
06/25/26		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00262/PV ON 5,028,925.64 PV DUE 6/25/26	14,026.51		
06/25/26	10,972.01-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1	10,972.01	10,634.28-	337.73
06/25/26		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 6/25/26	22,712.50		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/26		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 6/25/26	36,451.79		
06/25/26		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 6/25/26	22,002.34		
06/25/26		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 6/25/26	39,443.72		
06/25/26		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 6/25/26	14,736.75		
06/25/26		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 6/25/26	16,115.17		
06/25/26		INTEREST RECEIVED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 $0.00362/PV ON 11,370,000.00 PV DUE 6/25/26	41,197.30		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/26		INTEREST RECEIVED FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6 $0.00363/PV ON 7,245,000.00 PV DUE 6/25/26	26,329.54		
06/25/26		INTEREST RECEIVED FHLMC K556 CMO V-M 3.948% 1/25/31 CUSIP 3137HQDM0 $0.00329/PV ON 12,000,000.00 PV DUE 6/25/26	39,480.00		
06/25/26		INTEREST RECEIVED FHLMC K557 CMO V-M 3.936% 1/25/31 CUSIP 3137HQSP7 $0.00328/PV ON 5,610,000.00 PV DUE 6/25/26	18,400.80		
06/25/26		INTEREST RECEIVED FHLMC K558 CMO V-M 4.130% 3/25/31 CUSIP 3137HQSV4 $0.00344/PV ON 5,945,000.00 PV DUE 6/25/26	20,460.71		
06/25/26		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 6/25/26	12,282.86		
06/25/26		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00429/PV ON 5,931,644.93 PV DUE 6/25/26	26,201.44		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/26	139,369.96-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45	139,369.96	139,366.48-	3.48
06/25/26		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 6/25/26	30,118.75		
06/15/26		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00167/PV ON 1,904,595.64 PV DUE 6/15/26	8,777.01		
06/15/26	209,301.78-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3	209,301.78	209,288.80-	12.98
06/30/26	8,550,000	PURCHASED FNMA SER M11 CMO 4.250% 5/25/31 CUSIP 3136G5V64 AT $98.7813 ON TRADE DATE 06/26/2026 TO SETTLE ON 06/30/2026 WACHOVIA CAPITAL MARKETS, LLC.	8,445,796.88-	8,445,796.88	
06/30/26		ACCRUED INTEREST ON PURCHASE FNMA SER M11 CMO 4.250% 5/25/31 CUSIP 3136G5V64	28,262.50-		
06/25/26		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6 $0.00320/PV ON 14,982,460.16 PV DUE 6/25/26	52,313.76		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/25/26	1,122.26-	PAID DOWN FNMA SER M6 CMO V-M 4.190% 7/25/28 CUSIP 3136BQDE6	1,122.26	1,090.12-	32.14
06/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00357/PV ON 1,965,000.00 PV DUE 6/16/26	7,008.50		
06/16/26		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00221/PV ON 446,173.57 PV DUE 6/16/26	1,803.29		
06/16/26	40,701.8-	PAID DOWN GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7	40,701.80	40,693.62-	8.18
06/22/26		INTEREST RECEIVED HONDA AUTO RECE ABS 3.780% 9/23/30 CUSIP 43815CAD0 $0.00315/PV ON 1,635,000.00 PV DUE 6/21/26	5,150.25		
06/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 3.880% 4/15/30 CUSIP 44935JAD8 $0.00323/PV ON 5,770,000.00 PV DUE 6/15/26	18,656.33		
06/15/26		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 6/15/26	23,652.00		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 $0.00363/PV ON 2,825,000.00 PV DUE 6/15/26	10,264.17		
06/15/26		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00233/PV ON 1,277,402.10 PV DUE 6/15/26	5,897.34		
06/15/26	127,280.55-	PAID DOWN HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4	127,280.55	127,263.81-	16.74
06/15/26		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 6/15/26	15,819.63		
06/01/26		INTEREST RECEIVED MASTERCARD INC 2.950% 6/01/29 CUSIP 57636QAM6 INTEREST ON 7,500,000.000 UNITS	110,625.00		
06/08/26	6,635,000	PURCHASED MASTERCARD INCORPOR 4.600% 6/08/31 CUSIP 57636QBL7 AT $99.9200 ON TRADE DATE 06/04/2026 TO SETTLE ON 06/08/2026 J.P. MORGAN SECURITIES INC., -	6,629,692.00-	6,629,692.00	
06/10/26	4,365,000	PURCHASED MASTERCARD INCORPOR 4.600% 6/08/31 CUSIP 57636QBL7 AT $99.8630 ON TRADE DATE 06/09/2026 TO SETTLE ON 06/10/2026 AMERICAN NATL BK & TR CHICAGO	4,359,019.95-	4,359,019.95	

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/10/26		ACCRUED INTEREST ON PURCHASE MASTERCARD INCORPOR 4.600% 6/08/31 CUSIP 57636QBL7	1,115.50-		
06/04/26	5,370,000-	SOLD META PLATFORMS INC 4.300% 8/15/29 CUSIP 30303M8S4 AT $99.8910 ON TRADE DATE 06/03/2026 TO SETTLE ON 06/04/2026 BANC OF AMERICA SECURITIES LLC	5,364,146.70	5,385,895.20-	21,748.50-
06/04/26		ACCRUED INTEREST ON SALE META PLATFORMS INC 4.300% 8/15/29 CUSIP 30303M8S4	69,914.42		
06/04/26	5,370,000	PURCHASED META PLATFORMS INC 4.550% 5/15/31 CUSIP 30303MAF9 AT $99.4350 ON TRADE DATE 06/03/2026 TO SETTLE ON 06/04/2026 MERRILL LYNCH,PIERCE,FENNER	5,339,659.50-	5,339,659.50	
06/04/26		ACCRUED INTEREST ON PURCHASE META PLATFORMS INC 4.550% 5/15/31 CUSIP 30303MAF9	20,361.25-		
06/04/26	13,000,000	PURCHASED META PLATFORMS INC 4.550% 5/15/31 CUSIP 30303MAF9 AT $99.4310 ON TRADE DATE 06/03/2026 TO SETTLE ON 06/04/2026 CITIGROUP GBL MKTS/SALOMON BRO	12,926,030.00-	12,926,030.00	
06/04/26		ACCRUED INTEREST ON PURCHASE META PLATFORMS INC 4.550% 5/15/31 CUSIP 30303MAF9	49,291.67-		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/15/26		INTEREST RECEIVED TOYOTA AUTO ABS 4.110% 3/15/30 CUSIP 89238VAD0 $0.00343/PV ON 4,705,000.00 PV DUE 6/15/26	16,114.63		
06/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 6/15/26	15,859.08		
06/15/26		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00261/PV ON 974,050.89 PV DUE 6/15/26	4,496.87		
06/15/26	78,207.83-	PAID DOWN TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4	78,207.83	78,199.40-	8.43
06/01/26		INTEREST RECEIVED U.S. TREASURY BONDS 4.125% 11/30/29 CUSIP 91282CMA6 INTEREST ON 12,850,000.000 UNITS	265,031.25		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 11/30/30 CUSIP 91282CPN5 INTEREST ON 10,000,000.000 UNITS	175,000.00		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.625% 5/31/28 CUSIP 91282CHE4 INTEREST ON 30,135,000.000 UNITS	546,196.88		

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FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
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STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.625% 12/31/30 CUSIP 91282CPR6 INTEREST ON 6,925,000.000 UNITS	125,515.63		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.750% 5/31/30 CUSIP 91282CHF1 INTEREST ON 3,945,000.000 UNITS	73,968.75		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.750% 11/30/32 CUSIP 91282CPM7 INTEREST ON 50,430,000.000 UNITS	945,562.50		
06/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.750% 12/31/28 CUSIP 91282CJR3 INTEREST ON 14,470,000.000 UNITS	271,312.50		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.875% 11/30/27 CUSIP 91282CFZ9 INTEREST ON 7,130,000.000 UNITS	138,143.75		
06/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 3.875% 12/31/27 CUSIP 91282CGC9 INTEREST ON 24,825,000.000 UNITS	480,984.38		
06/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.000% 6/30/28 CUSIP 91282CHK0 INTEREST ON 6,025,000.000 UNITS	120,500.00		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/30/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.250% 6/30/29 CUSIP 91282CKX8 INTEREST ON 50,005,000.000 UNITS	1,062,606.25		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.375% 11/30/28 CUSIP 91282CJN2 INTEREST ON 8,025,000.000 UNITS	175,546.88		
06/01/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.500% 5/31/29 CUSIP 91282CKT7 INTEREST ON 4,950,000.000 UNITS	111,375.00		
06/30/26	5,150,000	PURCHASED U.S. TREASURY NOTES 4.625% 4/30/31 CUSIP 91282CKN0 AT $102.1094 ON TRADE DATE 06/26/2026 TO SETTLE ON 06/30/2026 NOMURA SECURITIES INTL. INC.	5,258,632.81-	5,258,632.81	
06/30/26		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 4.625% 4/30/31 CUSIP 91282CKN0	39,482.17-		
06/04/26	550,000-	SOLD U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2 AT $100.6797 ON TRADE DATE 06/03/2026 TO SETTLE ON 06/04/2026 BMOCM/BONDS	553,738.28	563,316.58-	9,578.30-
06/04/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2	11,950.03		

STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/15/26		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2 INTEREST ON 42,135,000.000 UNITS	974,371.88		
06/29/26	5,300,000-	SOLD U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2 AT $100.5469 ON TRADE DATE 06/26/2026 TO SETTLE ON 06/29/2026 BICWFSLUS33 WELLS FARGO SECURI	5,328,984.38	5,428,323.41-	99,339.03-
06/29/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2	9,376.37		
06/30/26	3,285,000-	SOLD U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2 AT $100.5352 ON TRADE DATE 06/26/2026 TO SETTLE ON 06/30/2026 BMOCM/BONDS	3,302,579.88	3,364,536.30-	61,956.42-
06/30/26		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 6/15/27 CUSIP 91282CKV2	6,226.69		
06/04/26	9,390,000-	SOLD US TREASURY BOND 6.375% 8/15/27 CUSIP 912810FA1 AT $102.7656 ON TRADE DATE 06/03/2026 TO SETTLE ON 06/04/2026 BICWFSLUS33 WELLS FARGO SECURI	9,649,692.19	9,913,052.34-	263,360.15-
06/04/26		ACCRUED INTEREST ON SALE US TREASURY BOND 6.375% 8/15/27 CUSIP 912810FA1	180,245.20		

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STATEMENT OF TRANSACTIONS
FOR THE PERIOD JUNE 1, 2026 THROUGH JUNE 30, 2026

CITY OF SANTA CLARA- CUSTODY
ACCOUNT NUMBER XXXXXXXX

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
06/08/26	5,000,000-	SOLD VISA INC 4.100% 2/12/31 CUSIP 92826CAZ5 AT $98.9600 ON TRADE DATE 06/04/2026 TO SETTLE ON 06/08/2026 J.P. MORGAN SECURITIES INC., -	4,948,000.00	5,048,500.00-	100,500.00-
06/08/26		ACCRUED INTEREST ON SALE VISA INC 4.100% 2/12/31 CUSIP 92826CAZ5	66,055.56		
06/22/26		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 6/20/26	25,893.75		
06/25/26		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 6/25/26	21,493.34		
		ENDING BALANCE	**0.00**	**1,271,405,831.47**	

INVESTMENT AND INSURANCE PRODUCTS ARE:
- **NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY FEDERAL GOVERNMENT AGENCY**
- **NOT A DEPOSIT, OBLIGATION OF, OR GUARANTEED BY ANY BANK OR BANKING AFFILIATE**
- **SUBJECT TO INVESTMENT RISKS AND MAY LOSE VALUE, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED**

26-162 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Informational Report on 2026 Q2 Legislative Updates

BACKGROUND
On October 9, 2018, the City Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy. The LAP Policy establishes guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government. The policy also provides guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

The Council is required to annually adopt or update LAPs at the beginning of the calendar year to identify specific legislative priorities outside of the LAP Policy's legislative guiding principles. On March 10, 2026, the City Council adopted eleven (11) LAPs that were updated for 2026 on the following key issues:

- Broadband, Cable Services, and Wireless Telecommunications Facilities
- Community Services
- Emergency Management
- Energy Legislation, Regulations and Issues
- Housing
- Human Resources and Public Sector Employment
- Public Safety
- Regional Issues and Collaboration
- Sustainability and Environmental Protection
- Transportation Issues
- Water Supply and Conservation

The LAP Policy includes the following procedures that streamline the City's legislative review and advocacy process:

- If the City Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the City.
- In order to keep the City Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in

the Council Meeting Agendas.
- Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to the City Council and departments.

In coordination with staff, the City's legislative advocacy consultant, Townsend Public Affairs, Inc. (Townsend), tracks legislation and advocates the City's position on various legislation at the state and federal levels of government. This report provides an update on such efforts.

DISCUSSION

A 2026 Q2 Legislative Update prepared by Townsend summarizes key state and federal updates that have occurred recently (Attachment 1). Additionally, Townsend has provided a 2026 Q2 Legislative Bill Matrix that outlines key State legislation that staff and Townsend are tracking (Attachment 2).

City action on legislative items during the quarter is documented in the 2026 Q2 Legislative Action Summary (Attachment 3), along with copies of legislative letters, in accordance with the LAP Policy requirement to provide copies of the letters or a summary of actions to the City Council.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City has an existing agreement with Townsend Public Affairs for state and federal legislative advocacy services. Townsend's services described in this report are included in the consultants' monthly service.

COORDINATION

This report has been coordinated with Townsend Public Affairs and the City Attorney's Office.

PUBLIC CONTACT

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

RECOMMENDATION

Note and file the informational report on 2026 Q2 legislative updates.

Reviewed by: Elizabeth Klotz, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. 2026 Q2 Update by Townsend Public Affairs
2. 2026 Q2 Legislative Bill Matrix

3. 2026 Q2 Legislative Action Summary

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TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

M E M O R A N D U M

To: **City of Santa Clara**

From: **Townsend Public Affairs**
Casey Elliott, Vice President

Date: August 18, 2026

Subject: **Q2 Legislative Update**

June saw major political, policy, and budget milestones, as the state moved from the June 2 Primary Election into the final stretch of budget negotiations. The primary election set the field for the November General Election, with Xavier Becerra and Steve Hilton emerging as the top-two candidates for the gubernatorial election. The election was also the first federal election conducted under California's new congressional district boundaries established by Proposition 50, demonstrating how the state's top-two primary system can complicate partisan expectations even under newly drawn maps. Also related to the November election were negotiations over proposed ballot measures ahead of the June 25 qualification deadline, with discussions focused the Taxpayer Protection Act and a Housing Bond.

With the June 15 constitutional deadline to pass a budget and the end of the fiscal year at the close of the month, the State Budget remained the dominant issue throughout June. The Assembly and Senate released their respective budget plans early in the month, which framed legislative priorities on homelessness, health care, education, public safety, revenues, reserves, and implementation of federal HR 1 requirements. By June 11, amendments to AB 109 placed the Legislature's two-party budget agreement into print, setting up negotiations with the Governor's Office ahead of a final three-party package. At the conclusion of the month, the Governor, Senate Pro Tem, and Assembly Speaker released their agreed-upon budget with a batch of 19 budget-related bills forming the bulk of the 2026-27 budget, which was signed into law on June 29.

STATE BUDGET UPDATES

June was the central month for legislative budget activity. In early June, the Senate and Assembly developed a legislative version of the budget that built on the Senate's "Foundation for the Future" framework, emphasizing responsible budgeting, no major new ongoing commitments, preservation of key programs, and a balanced approach that included more than $5 billion in proposed new revenues and additional program reductions. The Legislature's June budget framework proposed approximately $355.9 billion in total expenditures for 2026–27, including about $253 billion from the General Fund, and identified roughly $36.5 billion in total reserves, memorialized in AB 109.

By late June, the Governor and legislative leaders announced a three-party budget agreement for the 2026–27 fiscal year, described as a balanced plan with no projected deficit in the current or budget year, while continuing investments in schools, healthcare affordability, childcare, housing production, disaster response, and election administration. The overall budget

agreement landed at approximately $351.7 billion in total spending. The agreement also relied on a combination of new revenues, reserve management, fund shifts, and spending controls to address the state's near-term fiscal position while attempting to reduce future structural deficits.

To implement the budget and make necessary adjustments to prior budgets, numerous budget trailer bills and budget bill amendments, including SB 111, were introduced, heard, and approved, including measures addressing education, human services, public resources, transportation, housing, taxation, and Medi-Cal-related corporate accountability proposals. Notably, the budget package included continued discussion of revenue proposals affecting corporations, software and digital services, business tax credits, and the managed care organization tax, as well as policy choices to preserve or expand childcare slots and delay or modify some proposed health and human services reductions. Between June 29 and July 2, the Legislature dispensed with approximately 20 budget-related bills constituting the bulk of state spending.

To address projected out-year budget shortfalls, June negotiations led to a combination of revenue-related proposals, spending reductions, programmatic changes, and fund shifts intended to improve the state's long-term fiscal outlook. The Administration estimates these actions would generate several billion dollars in budgetary solutions annually over the next several fiscal years, with a focus on reducing projected structural deficits in later budget windows.

Cap-and-Invest Revenue Uncertainty and Legislative Funding Considerations

One of the significant emerging budget issues involves uncertainty surrounding future Cap-and-Invest revenues and the Greenhouse Gas Reduction Fund (GGRF), which supports a wide range of state climate, housing, and transportation programs.

Recent analysis from the LAO suggests that proposed regulatory changes under consideration by the California Air Resources Board (CARB) could significantly reduce annual Cap-and-Invest auction revenues available for legislative appropriation. Under CARB's current proposal, annual GGRF revenues could decline to approximately $2 billion per year, roughly half of recent funding levels.

The issue largely centers on CARB's proposed "Manufacturing Decarbonization Incentive" (MDI), which would provide additional free emissions allowances to certain industrial facilities making qualifying decarbonization investments. Analysts have raised concerns that these changes could reduce participation in future Cap-and-Invest auctions and lower overall auction revenues available to the state.

This matters because last year's SB 840 (Limón) expenditure framework assumed substantially higher ongoing Cap-and-Invest revenues to support a range of state priorities. If revenues decline significantly, the Legislature may need to revisit existing funding assumptions and reprioritize programs supported by the GGRF.

Programs that could face increased funding pressure include:

- Affordable Housing and Sustainable Communities (AHSC)
- Transit and Intercity Rail Capital Program (TIRCP)
- Low Carbon Transit Operations Program (LCTOP)
- Community Air Protection Program
- Wildfire and forest resilience programs

- Safe and Affordable Drinking Water programs

These programs have historically served as major funding sources for local governments, transit agencies, regional transportation entities, and affordable housing developments throughout California. As a result, any sustained reduction in Cap-and-Invest revenues could have meaningful downstream impacts on future state grant availability and program stability. Local agencies may face increased competition for programs such as TIRCP and AHSC, while transit and climate-related funding programs could become less predictable in future budget cycles. Reduced GGRF revenues may also create longer-term uncertainty for programs like LCTOP that support transit operations and related local investments. In response, the Legislature may increasingly rely on alternative funding mechanisms, including Proposition 4 bond funds or limited General Fund support, to sustain certain climate and infrastructure priorities. These pressures could also prompt lawmakers to revisit or restructure portions of the SB 840 expenditure framework during upcoming budget negotiations.

In the Assembly Budget Subcommittee 4 on Climate, Resources, Energy, and Transportation, a proposal by the California Air Resources Board that would essentially reduce Greenhouse Gas Reduction Fund (GGRF) revenues by half was discussed. The proposal would add 118 million emissions allowances above the cap for the new MDI program, where industrial entities can apply to receive emissions credits to support decarbonization-related projects. Typically, industrial entities must purchase credits at an auction, but the new credits would allow them to apply for and receive them for free, reducing revenues for the cap-and-invest program. Revenue from credits is deposited into multiple accounts, including the GGRF account, which funds a variety of local programs. This is particularly relevant as last year, the Legislature passed AB 1207 and SB 840 to specifically extend and reform the program and allocate GGRF funds to local programs, all of which are dependent on GGRF funding increasing or staying at the same level.

During CARB's May 28 and 29 Board Meeting, CARB staff claimed there were not enough allowances offered to emitters, hence the increase of 118 million emissions allowances above the cap for the MDI program. Comments and questions from board members, presentations from staff, and public comment ran the hearing late into the evening on May 28, then resumed on May 29 to continue discussions and hold a vote. As CARB staff presented the potential fiscal impacts of the proposal, they claimed that the GGRF would realize an impact of $500 million despite the LAO's estimated impact of a $2 billion hit to the program. The hearing concluded with the Board approving the proposal. Over the summer, CARB will host a workshop to begin updating compliance offset protocols, and the updated regulations will take effect on September 1, 2026.

ELECTIONS UPDATE

Californians Cast Votes in State's June Primary Election

Tuesday, June 2, was California's Primary Election, and millions of voters submitted their ballots to set the final stage of candidates for the November General Election. A highly fragmented gubernatorial field took center stage with over 60 candidates throwing their hats in the ring to head the state's Executive Office, with Republican Steve Hilton and Democrat Xavier Becerra emerging as the top two candidates. A Hilton-Becerra runoff will produce the traditional Democrat-versus-Republican general election, likely centered on affordability, homelessness, public safety, housing, taxation, and state governance.

The June election also served as the first federal election conducted under California's new congressional district boundaries established by Proposition 50. Several Congressional Districts

felt the impact of the new boundaries, which packed or cracked districts to increase Democratic-held seats in Congress. At the same time, the primary underscored that the new map's partisan intent can be complicated by California's top-two system. In several districts, the most consequential question is not simply whether the district favors Democrats or Republicans on paper, but whether each party successfully consolidates enough primary support to secure a viable November matchup.

Billionaire Tax Qualifies for the Ballot

On June 17, a proposed statewide 2026 Billionaire Tax Act qualified for the November 2026 ballot, setting up what could become one of the most expensive and high-profile ballot measure fights of the cycle. The measure, backed by SEIU-United Healthcare Workers West, would impose a one-time 5 percent tax on California residents whose net worth exceeded $1 billion at the start of 2026. Supporters estimate the measure could generate approximately $100 billion, with revenues dedicated primarily to health care programs, along with funding for education and food assistance.

The qualification of the measure comes as state leaders continue grappling with federal health care funding reductions and the ongoing challenge of maintaining safety net programs within a constrained budget environment. Proponents argue the measure is necessary to backfill federal cuts and prevent deeper impacts to hospitals, clinics, Medi-Cal, and related services. The initiative would place the Legislature in control of appropriating the funds, with annual allocations available for designated programs.

Opposition is already significant and includes Governor Newsom, business organizations, and wealthy donors who argue the tax could accelerate outmigration among high-net-worth individuals and undermine the state's revenue base. Several countermeasures are also expected to appear on the ballot, including proposals that could limit or invalidate new taxes on personal property.

Taxpayer Protection Act Negotiations Produce Narrower Constitutional Amendment

Late in the month, much of the Legislature's attention was on negotiations to remove the Taxpayer Protection Act initiative from the November ballot in exchange for an alternative measure. Preliminary discussions appeared to center on a proposal to remove the Act from the ballot and instead put forward an initiative limiting charter city real estate transfer taxes. That approach ultimately did not move forward after the Howard Jarvis Taxpayers Association declined to withdraw the initiative under those terms.

Following additional negotiations, the parties reached a revised framework under which the Taxpayer Protection Act initiative would be withdrawn in exchange for the Legislature placing a constitutional amendment before voters. The negotiated proposal, reflected in ACA 22, would prospectively require all future local special taxes to receive two-thirds voter approval, regardless of whether the measure is placed on the ballot by a local governing body or through the local initiative process. In practical terms, the amendment would close the "*Upland* loophole" by applying the two-thirds threshold to the electorate exercising the initiative power, rather than allowing certain citizen-sponsored special taxes to pass by simple majority.

The most significant aspect of the compromise is what it appears to leave out. Unlike the original Taxpayer Protection Act initiative, the negotiated constitutional amendment would not retroactively invalidate existing voter-approved special taxes and would not include the provisions that would have repealed or substantially restricted existing charter city real estate transfer taxes. As a result, the immediate fiscal disruption associated with the original initiative is avoided, while

future special tax measures, including regional transportation, housing, homelessness, climate resilience, parks, open space, and infrastructure measures, would face a higher approval threshold. ACA 22 was approved by both the Senate and Assembly and filed with the Secretary of State on June 25.

STATE LEGISLATIVE UPDATES

Revenue Generating Measures Advance in the Legislature

In June, Lawmakers advanced a package of tax-related budget measures that could significantly affect health plans, technology companies, and businesses that rely on state tax credits. The proposals include increasing taxes on health insurance plans, extending the sales tax to certain digital and cloud-based prewritten software, and continuing the limitation on certain business tax credits. Supporters argue the measures are needed to preserve health care access and state programs in response to federal funding reductions and the state's long-term budget shortfall.

The health plan tax proposal drew particular criticism for its potential impact on private health insurance premiums. Supporters maintained that the state must adjust the tax structure to respond to federal changes affecting California's ability to draw down health care funding, while opponents warned that the costs may be passed on to employers and consumers. This debate was central through the budget-making process, specifically around health care budget negotiations as the State seeks to protect Medi-Cal, hospitals, and other safety net services while managing affordability concerns for privately insured Californians.

The digital software tax would extend sales tax treatment to prewritten software regardless of delivery method, including software accessed remotely or through cloud-based systems. The Legislative Analyst's Office has noted that this would modernize part of the state's sales tax base, but also raised concerns about taxing business-to-business transactions and suggested lawmakers consider modifications or exemptions.

Assembly Emergency Management Committee Holds Hearing on Increasing Costs for Fire Apparatus

On June 22nd, the Assembly Committee on Emergency Management held an informational hearing on fire apparatus costs that focused on issues related to price, delays and adverse impacts to communities.

The Assembly Committee hearing provided a California-specific examination of how national market pressures are affecting local agencies and public safety readiness across the state. The hearing consisted of opening remarks from Assembly Member Rhodesia Ransom, the Committee's chair, as well as two panels.

Chair Ransom framed the hearing around concerns that rising apparatus costs and lengthy delivery delays are eroding emergency response capabilities across California, leaving departments with fewer operational vehicles and higher maintenance burdens. She noted that these challenges have already affected communities statewide and stated that the hearing aimed to better understand the risks posed by current market conditions and their impact on California's ability to respond to emergencies.

The opening panel featured a State Fire and Rescue Chief representing local government, and the Deputy Director of Fire Protection Programs for the California Department of Forestry and Fire Protection (CAL FIRE), who is responsible for the acquisition and maintenance of fire apparatus. Both of their presentations summarized that the fire truck shortage stems from a post-COVID demand surge hitting a market dominated by just three major manufacturers, leaving few competitors willing to bid on government contracts. Workforce shortages, supply chain disruptions, inflation, and parts scarcity have compounded the problem.

The shortage in available equipment has had significant impacts for local governments. Departments have been forced to rely on outdated equipment, and the traditional 15-year repair cycle is breaking down because replacement parts for older trucks are hard to acquire due to the same supply chain and scarcity issues. The panelists spoke about how reduced fleet capacity has undermined mutual aid and emergency readiness across the board—not just for wildfires, but for hazmat incidents, swift water rescues, and urban emergencies. Local governments are also suffering from reduced purchasing power, as costs for equipment have doubled while municipal budgets have stayed relatively stable.

A second panel featured fire service leaders representing both city and county fire agencies. The local representatives provided examples of the escalating costs for fire trucks, and related equipment, which in some cases has seen a 300% price increase over a 10-year span. They also cited examples related to significant delays for equipment repairs and a lack of options for parts and maintenance, which contributes to the overall cost of operations.

In closing remarks, Chair Ransom highlighted concerns about manufacturers treating critical public safety equipment and repair information as proprietary. She concluded by stating that the legislature has work to do to ensure local governments are not overly dependent on private manufacturers for critical emergency response resources.

The hearing comes amid growing federal scrutiny of the same market dynamics driving fire apparatus cost increases and delivery delays for local governments. On April 15, 2025, US Senators Elizabeth Warren and Jim Banks sent a bipartisan oversight letter to the International Association of Fire Fighters seeking information on how private equity roll-ups in fire truck manufacturing have affected firefighter safety, department budgets, and apparatus availability. On September 10, 2025, the US Senate Homeland Security and Governmental Affairs Subcommittee on Disaster Management held a hearing titled “Sounding the Alarm: America’s Fire Apparatus Crisis,” where lawmakers examined the nationwide impacts of apparatus shortages and manufacturer consolidation.

More recently, on March 20, 2026, Representative Derek Tran transmitted letters to the Federal Trade Commission and Government Accountability Office requesting federal investigations into private equity consolidation in the fire apparatus manufacturing industry, including whether market concentration is contributing to higher costs, longer backlogs, restrictive contracting practices, and weakened disaster readiness.

EXECUTIVE BRANCH ACTIVITY

Governor Signs Bill Placing Housing Bond on November 2026 Ballot

Governor Gavin Newsom, Senate President pro Tempore Monique Limón, and Assembly Speaker Robert Rivas announced a three-party agreement to place the Veterans and Affordable Housing Bond Act of 2026 before voters at the November 2026 General Election. The agreed-

upon proposal, contained in SB 417, would authorize $11.25 billion in housing investments, the largest proposed housing bond measure in California history, including $10 billion in general obligation bonds for affordable housing and homeownership programs and $1.25 billion in self-supporting revenue bonds for the CalVet Home Loan Program. If approved by voters, the measure would provide a new long-term funding source for affordable housing production, preservation, and homeownership assistance.

The largest share of the bond, approximately $5.1 billion, would be directed to the Multifamily Housing Program, the state's primary affordable rental housing production program. The proposal also includes $1.15 billion for supportive housing and homelessness programs, $1.1 billion for homeownership assistance, $500 million for infill infrastructure, $450 million for farmworker housing, $350 million for student housing, $200 million for tribal housing, and $200 million for the Local Housing Trust Fund Matching Grant Program. The inclusion of the Local Housing Trust Fund program is prominent as it would provide a dedicated statewide funding source to support local and regional housing trust funds.

The agreement comes as prior voter-approved housing bond funds have largely been exhausted and as affordable housing developers continue to identify significant unmet financing needs for shovel-ready projects. Proponents have argued that the bond could help leverage federal, local, and private funding, thereby accelerating tens of thousands of affordable units that are currently awaiting gap financing. The bill received a final vote of approval on June 25 and was signed by the Governor shortly thereafter, officially placing the measure before voters on the November 3, 2026, statewide ballot.

Administration Applauds Organized Retail Crime Task Force Successes

Governor Newsom announced the state has significantly and successfully expanded its crackdown on organized retail theft following the recovery of nearly $260 million in stolen merchandise since 2019. The California Highway Patrol's (CHP) Organized Retail Crime Task Force was launched as a partnership between the CHP and the Department of Justice (DOJ) after the passage of AB 1065 (Jones-Sawyer, 2018) to combat organized retail theft through consultation with allied agencies.

The coordinated enforcement efforts have resulted in tens of thousands of arrests, thousands of investigations, and thousands of cases referred for prosecution. As the Task Force's operations continue, the results are evidence that sustained investments in law enforcement and multi-agency partnerships are producing measurable outcomes for retailers, workers, and consumers. The administration also pointed to recent legislation strengthening penalties and prosecution tools for organized retail crime, arguing that these changes have improved law enforcement's ability to hold offenders accountable.

The Task Force's initial inception and ongoing investments in combating retail theft demonstrate the State's continued prioritization of retail theft enforcement through grants, task forces, and collaborative public safety initiatives. The administration linked these efforts to its public safety goals, including reducing property crime, supporting local businesses, and improving economic conditions in commercial corridors.

CAPITOL TO CAPITOL: FROM SACRAMENTO TO WASHINGTON, DC

EPA Transmits Additional Emissions Waivers to Congress for Review

On June 12, the Environmental Protect Agency (EPA) announced the transmission of four Clean Air Act (CAA) preemptive waivers for the State of California to Congress for review under the Congressional Review Act (CRA), which allows Congress to reject an agency regulation. The California Department of Justice (CalDOJ) has been in litigation with the EPA and Department of Justice (DOJ) regarding the EPA and Congress' ability to deny these waivers, which allow California to impose higher air quality standards than the CAA, without changing the underlying law.

Last year, the Supreme Court allowed the litigation to proceed, and the CRA disapprovals from Congress to stand, leaving the status of the preemptive waivers unclear. The four rules would allow California to impose vehicle emissions standards higher than the federal level, including small offroad engines (SORE) such as lawn and garden equipment, and overall Greenhouse Gas Emissions Standards for vehicle manufacturers.

It is likely Congress will consider the CRA disapprovals, and ultimately pass them for the President's signature. Litigation is expected to be resolved before the end of the calendar year.

USDA Releases California SNAP Payment Error Rate, Triggering 15% Benefits Cost Share Under HR 1

On June 24, the US Department of Agriculture (USDA) released the Fiscal Year 2025 Payment Error Rates for the Supplemental Nutrition Assistance Program (SNAP/CalFresh). California's Payment Error Rate for the year was 10.93%. Under HR 1, the One Big Beautiful Bill Act (OBBBA), states with an error rate of 6% or below will have no cost share; 6-8% will be 5%; 8-10% will be 10%; and 10% and above, like California, will be responsible for 15% of the total benefit allotments.

A February report from the California Legislative Analyst's Office estimates that beginning in October 2027, the 15% cost-share will create $2 billion in new annual expenditures to support SNAP. More immediately, the OBBBA's changes to the administrative cost-share arrangement currently split 50% federal, 35% state, 15% county. Beginning in October of this year, the new cost-share will be 25% federal, 52.5% state, and 22.5% county. This is expected to result in $480 million and $190 million in new annual expenditures for the state and counties, respectively.

PRIORITY LEGISLATION

Legislative Calendar

Below are the upcoming relevant dates for the Legislature:

August 31st – Last day for Legislature to approve bills. Final recess begins upon adjournment
September 30th – Last day for the Governor to act on pending legislation

Priority Bills

AB 1383 (McKinnor) – Public employees' retirement benefits
The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. This bill, for service performed on and after January 1, 2027, would prohibit the pensionable compensation for calendar year 2027 used to calculate the defined benefit paid to a new member of a retirement system subject to PEPRA who retires from the system from exceeding specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. Status: This measure was approved by the Senate Labor, Public Employment, and Retirement Committee (5-0) on June 24th. The measure is currently in the Senate Appropriations Committee pending consideration.

AB 1751 (Quirk-Silva) – Missing Middle Townhome Ownership Act
This bill, the Missing Middle Townhome Ownership Act, would authorize a development proponent to submit an application for a townhome housing development project that is subject to a prescribed ministerial approval process if the development complies with certain procedural requirements and satisfies specified objective planning standards. The bill would also require a local agency to ministerially consider, without discretionary review or a hearing, a parcel map or a tentative and final map for a townhome development project that meets specified requirements, including that the proposed subdivision will result in parcels and residential units that will meet prescribed densities and that the newly created parcels are no smaller than 600 square feet. Status: This bill was approved by the Senate Local Government Committee (6-0) on June 24th. The measure is currently in the Senate Appropriations Committee pending consideration.

AB 1821 (Pacheco) – California Public Records Act: agency response time
The California Public Records Act requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law. Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined. This bill would instead require each agency to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person as described above within 10 business days of a request for a copy of records. Status: This bill was approved by the Senate Judiciary Committee (12-0) on June 27th. The measure is currently in the Senate Appropriations Committee pending consideration.

AB 2231 (Ahrens) – California Environmental Quality Act – hospital projects
This bill would establish streamlined procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership hospital campus project, defined by the bill as a construction project of a hospital campus in the City of Emeryville or of the City of Santa Clara, under certain conditions. The bill would require the city council of the City of Emeryville or Santa Clara, as the lead agency for the hospital campus project, to certify the project for the streamlined judicial review, if it finds the project will meet those conditions. The

bill would require the project applicant of the environmental leadership hospital campus project to take certain actions in order for those specified procedures to apply to the project. Status: This bill was approved by the Senate Judiciary Committee (13-0) on June 30th. The measure is currently in the Senate Appropriations Committee pending consideration.

AB 2346 (Wilson) – Electric bicycles and speed limits
Existing law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and classifies electric bicycles into 3 classes with different restrictions for various purposes. This bill would require all class 2 electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with a speedometer. The bill would also require all electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with an integrated or detachable front lamp and a rear lamp. The bill would also require sellers and distributors of electric bicycles to disclose specified information at or before the point of sale. Status: This bill was approved by the Senate Transportation Committee (12-0) on June 23rd. The measure is currently in the Senate Appropriations Committee pending consideration.

SB 866 (Blakespear) – Planning and zoning: annual report: emergency shelter
The Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to the Department of Housing and Community Development that includes, among other specified information, the agency's progress in meeting its share of regional housing needs and the number of units approved and disapproved in the prior year. This bill, beginning with the first annual report submitted after the due date for the 7th cycle revision of the housing element, would require that annual report to additionally include specified information regarding the special housing needs of families and persons in need of emergency shelter. Status: This bill was approved by the Assembly Housing and Community Development Committee (12-0) on July 1st. The measure is currently in the Assembly Appropriations Committee awaiting consideration.

SB 922 (Laird) – Vehicles: local agency charges: use of streets or highways
Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would expressly limit this prohibition to charges based on weight. The bill would also explicitly state that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. The bill would provide that nothing in the Vehicle Code prohibits a local agency from imposing or collecting this fee, charge, or surcharge. Status: This bill was approved by the Assembly Local Government Committee (8-2) on July 1st. The measure is currently on the Assembly Floor pending consideration.

SB 936 (Blakespear) – Nitrous oxide: sales
This bill would, except as specifically exempted, prohibit the sale and distribution of a nitrous oxide container that is capable of holding more than 8 grams of nitrous oxide or from which an individual may directly inhale nitrous oxide. The bill would also prohibit the sale and distribution of a nitrous oxide that has, or is marketed as having, the taste or smell of any food. The bill would prohibit knowingly selling or distributing a device that allows an individual to inhale nitrous oxide from the container or hold nitrous oxide for the purposes of inhalation. The bill would punish a violation of

these provisions as an infraction. Status: This bill was approved by the Assembly Public Safety Committee (9-0) on June 30th. The measure is currently on the Assembly Floor pending consideration.

SB 1159 (Cabaldon) – Artificial intelligence: transparency and governance
This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Legislative Open Records Act, the Administrative Procedure Act, the California Coastal Act of 1976, and CEQA, "person," "interested person," "participant," "member of the public," as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, or robots, whether physical or digital. Status: This bill was approved by the Assembly Judiciary Committee (12-0) on June 30th. The measure is currently on the Assembly Floor pending consideration.

SB 1187 (Durazo) – Open meetings
The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Existing law, beginning July 1, 2026, requires eligible legislative bodies, as defined, to have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents. Existing law additionally requires these legislative bodies to translate the agenda for each meeting of that body and to reasonably assist members of the public who wish to translate a public meeting or receive interpretation, as specified. This bill would instead delete the above-described requirements on eligible legislative bodies. Status: This bill was approved by the Assembly Local Government Committee (10-0) on July 1st. The measure is currently on the Assembly Floor pending consideration.

FEDERAL UPDATES

LEGISLATIVE BRANCH ACTIVITY

Senate Continues to Delay Appropriations Markups, Proposes to Move Forward Without Bipartisan Support

With Senate Appropriator Mitch McConnell still hospitalized at the end of June, the Senate Appropriations Committee postponed scheduled markups of their Fiscal Year 2027 (FY27) appropriations bills. Without McConnell's vote, Republicans do not have a majority on the Committee. This leaves them almost a month behind schedule, and far behind the House, which has passed all 12 appropriations bills out of committee and is working towards floor consideration.

The compounding delays threaten passage of final bills by the September 30 end of the fiscal year and has led some Republican Senators to propose pushing ahead with the FY27 bills without Democratic support, which will only let the bills pass out of committee, but will not meet the 60-vote threshold required to pass off the Senate floor. Disagreements on topline spending numbers remain, as the White House is advocating for significant increases to military spending and cuts to social programs.

Typically, Appropriators in both chambers work to pass all 12 appropriations bills off their respective floors before the August recess, allowing staff to work over August and members through September to reconcile the two versions of each bill and come to a bipartisan agreement. Any movement away from bipartisanship in the Senate and the continued delays threaten

Congress's ability to complete the appropriations process on time and increase the chances of a government shutdown or continuing resolution at the end of September.

Congressional Calendar Tightens as Midterms Near, Despite Committee Progress

As August recess and the midterm elections approach, rank-and-file members of both parties are looking towards a growing list of priorities in fewer session days. Speaker Johnson is managing a narrow majority and has just shy of 30 days of session left before the midterm elections in November.

Following the enactment of HR 1, the One Big Beautiful Bill Act, and S 2, the Secure America Act, providing funding for immigration enforcement agencies through the end of the President's term, Republicans are now discussing a third reconciliation package focused on more of their policy priorities. The majority of the appropriations bills await floor time and negotiations with the Senate, alongside negotiations on the National Defense Authorization Act (NDAA), Foreign Intelligence Surveillance Act (FISA), Surface Transportation Reauthorization Act, a Farm Bill reauthorization covering agriculture subsidies and food assistance programs, and a myriad of other issues with bipartisan support, including a bipartisan Artificial Intelligence (AI) regulatory framework.

Realistically, a number of these bills will require extensions as committees have not made sufficient progress to advance viable proposals, though Committees have advanced several bills either awaiting action by the other chamber or for negotiations to begin between the two chambers. Congress is expected to be out of session all of August and October to campaign for reelection, only adding to the urgency.

Congress Passes Major Housing Policy Package, the 21st Century ROAD to Housing Act, Awaits Presidential Action

On June 23, the House passed a compromise version of HR 6644, the 21st Century ROAD to Housing Act, sending it to the President for signature. The bill represents the largest set of housing policy reforms in over three decades.

The bill would allow Community Development Block Grant (CDBG) funding to be used for affordable housing development, reauthorize the HOME Investment Partnership Program, create waivers for caps on Emergency Solutions Grant (ESG) funding, allow community banks to assume higher amounts of Federal Housing Authority (FHA) backed mortgage debt, exempt certain projects from National Environmental Policy Act (NEPA) reviews and labor standards, and enact a prohibition on institutional investors owning large numbers of single family homes.

While the bill would create new programs, it contains no advance appropriations and would need to be funded via the appropriations process. The bill maintains much of the Senate's original ROAD to Housing Act released in July of last year, preserves the bipartisan housing program changes from the Housing for the 21st Century Act, nine of the 11 House community banking bills, and language to ban large institutional investors from buying single-family homes.

After final action by the President, the Department of Housing and Urban Development and the Council on Environmental Quality will need to follow the rulemaking process to implement the new statute.

Confirmation Hearings for OMB Nominee Address OMB Proposed Rule Increasing Administration Control Over All Federal Grants

On June 16 and 17, the Senate Committee on the Budget held hearings, and the Senate Committee on Homeland Security and Government Affairs held hearings of its own to consider the nomination of Hal Duncan to be Deputy Director of the White House Office of Management and Budget (OMB).

OMB is the centralized entity responsible for the execution of the 12 appropriations bills passed by Congress and oversees federal grant administration for the Executive Branch. It is also the entity responsible for managing apportionment, which is the process of actually withdrawing funds from the Treasury of the United States in accordance with those bills.

OMB recently published a proposed rule changing the governance structure for all federal grants, including both discretionary/competitive and formula/entitlement funding, consolidating the Administration and its political appointees direct control over the disbursement of federal funding by providing new authorities under which to terminate, delay, or withhold federal funding before and after awards are made.

California Senator Alex Padilla, a member of the Budget Committee, asked the nominee questions regarding the implementation of this rule, stating it would unduly increase the ability of the President to inject political considerations into federal grantmaking and circumvent the appropriations process and Congressional intent.

With the Second Reconciliation Bill Complete, Congressional Republicans Look Towards a Third Tax and Spending Package

With the passage of S 2, the Secure America Act, providing funding for immigration enforcement agencies for the remainder of the President's term in office, Congressional leaders are looking towards passage of another reconciliation package before the midterm elections in the fall. Republican Leaders are hoping a third tax and spending package could deliver more of their priorities before they potentially lose control of the House.

Budget reconciliation is a special process allowing tax and spending measures to be passed without the usual 60-vote threshold in the Senate. In exchange for bypassing that requirement, they require extra procedural votes to ensure agreement amongst the majority party in both chambers pushing the bill forward. Due to House Speaker Mike Johnson's narrow majority in the House, alongside several Senate Republicans the President helped defeat in primary elections, questions remain about whether or not the political willpower exists to pass another bill.

During a budget hearing in June, Senate Appropriations Committee Chairwoman Susan Collins and Defense Subcommittee Chair Mitch McConnell both expressed skepticism about passage of a third reconciliation bill, while Republican Study Committee Chair Pfluger remains committed to a third package. The Iranian conflict could push a third reconciliation bill forward, as the Department of Defense (DoD) could need the funding to cover the costs and restore weapons stockpiles, with an estimated cost of $80 to $100 billion. Republican Leaders would hope to attach some of their domestic priorities to any defense supplemental.

House Financial Services Committee Looks to Reform CDBG-DR Funds

On June 10, the House Financial Service Committee's Subcommittee on Housing and Insurance held a hearing titled Examining Local Needs in Disaster Recovery. The hearing focused on the Department of Housing and Urban Development's (HUD's) administration of the Community Development Block Grant – Disaster Recovery Program (CBDG-DR).

Both sides of the aisle expressed significant concern regarding the slow expenditure of CDBG-DR funds, of which only 59% of the Congressionally-appropriated funding has been spent since the program's inception. Unlike regular CDBG, CDBG-DR is funded through supplemental appropriations made following a natural disaster and is usually accompanied by support from the Federal Emergency Management Agency (FEMA). As such, while CDBG-DR generally follows the regulatory framework of regular CDBG grants, certain exceptions can be made for each disaster, such as reducing the amount of funding dedicated to low- and moderate-income (LMI) communities. HUD is also generally provided with additional flexibility in administering the funding.

Testimony from an analyst with the Congressional Research Service (CRS), a nonpartisan research and analysis center within the Library of Congress, identified a variety of causes ranging from HUD delays to poor grant management by recipients. Chairman Mike Floor also noted that the program's authorization, the statute setting policy and allowing appropriators to fund the account, has long expired. HR 8291, the Reforming Disaster Recovery Act, would permanently authorize the program, but has not yet received consideration by the Committee.

Energy and Commerce Committee Holds Hearing on Permitting Reforms

On May 13, the House Committee on Energy and Commerce's Subcommittee on Energy held a hearing titled, Wires, Rates, and States: Permitting Transmission for Reliable and Affordable Power, that sought to address potential permitting reform draft bills for energy generation projects.

Witnesses included Randy Howard, the General Manager at the Northern California Power Agency (NCPA), a Joint Powers Authority which plans, builds, and operates power generation resources supplying power from the Sierra Nevadas to the Bay Area. According to his testimony, permitting reform is needed to bring additional generation resources online to meet rapidly growing demand, though many useful reforms fall outside the Committee's jurisdiction, which is limited to the Federal Power Act (FPA).

Witnesses emphasized local control and cooperative federalism in place of federal preemption and project selection, continued joint ownership and operation, and grid-enhancing technology to help current infrastructure meet the growing need. Base demand for power has been increasing faster than generation and transmission capacity, in part due to the rise of artificial intelligence (AI) data centers, which require substantial power to process consumer requests.

Members across the aisle also discussed changes to renewable energy tax credits, including the Investment Tax Credit (ITC) and Production Tax Credit (PTC) made in HR 1, the One Big Beautiful Bill Act, which phased out the subsidies multiple years ahead of schedule and stranded some projects.

Congress has considered a number of permitting reform bills, including HR 4776, the SPEED Act, which, among other things, would create equivalency between National Environmental Policy Act

(NEPA) and California Environmental Quality Act (CEQA) reviews. Congressional leaders have discussed grouping permitting reform bills together with Surface Transportation Reauthorization Act negotiations.

EXECUTIVE BRANCH ACTIVITY

Office of Management and Budget Announces Proposed Rule Enhancing Administration Control Over Federal Grants

On May 28, the White House Office of Management and Budget (OMB) published a Proposed Rule in the Federal Register making changes to the administration of all federal grants. The Proposed Rule broadly seeks to codify the Administration's ability to cancel or claw back awarded funds, exert significant policy control over discretionary programs, and restrict the types of recipients and subrecipients who can receive federal funding based on ancillary activities. It follows prior actions and court decisions against the Department of Government Efficiency (DOGE) and Executive Order (EO) 14332, titled Improving Oversight of Federal Grantmaking.

Section 200.205 requires all proposed grant awards to pass through senior political appointees, requiring them to verify the proposed project advances the President's policy priorities, and codifies that peer-reviewed scientific studies are advisory in nature and should not be determinative in a senior political appointee's decision to allow an award to proceed. Section 200.340 seeks to codify the ability of agencies to unilaterally cancel grant awards, including "when the award "no longer advances agency priorities or the national interest." Section 200.206 would allow agencies to cancel awards to recipients and subrecipients who are members of or participate in activities that "undermine public safety or national security;" the Administration has sought to significantly expand that definition previously to encompass a number of political activities typically associated with the Democratic party.

The proposed rule has a public comment period open through the middle of July, at which point OMB will begin to respond to comments with additional justification before implementing a final rule in the fall. The legality of the proposed rule is unclear, given previous DOGE-related court decisions governing the Administration's control over congressionally appropriated funding and the Administrative Procedure Act's general limitations on political appointees intervening in federal grantmaking.

House Transportation and Infrastructure Committee Releases Draft 2026 Surface Transportation Reauthorization Act

On May 17, the House Committee on Transportation and Infrastructure released a bipartisan draft of the 2026 Surface Transportation Reauthorization Act, titled "The Building Unrivaled Infrastructure and Long-term Development for America's 250th Act" or the "BUILD America 250 Act." The bill sets surface transportation policy covering roads, bridges, rail, trucking, and mass transit for federal programs for five years, including maximum funding levels for transportation programs including Surface Transportation Block Grants (STBG), Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Bridge Investment Program (BIP), Safe Streets and Roads for All (SS4A) and other discretionary and formula grants.

This year's draft significantly increases local control over surface transportation dollars following concerted efforts by the US Conference of Mayors, National League of Cities (NLC), and National Association of Counties' Local Officials in Transportation (LOT) Coalition and the introduction of HR 7437, the BASICS Act.

The bill has a $580 billion topline number, higher than originally discussed by Senate Environment and Public Works Committee Chairwoman Shelly Moore Capito last fall, and early estimates indicate 22% of the funding would be guaranteed to flow to local communities. The last Surface Transportation Reauthorization Act, the 2021 Infrastructure Investment and Jobs Act (IIJA), had a roughly $1.2 trillion topline with $550 billion for transportation, to be expended through September 30, 2026, and created a large number of programs intended to be a one-time investment in infrastructure nationwide. The BUILD America 250 Act would allow large numbers of those programs to expire and return the reauthorization process to its baseline.

HUD Releases FY26 Continuum of Care NOFO with Significant Modifications

On June 1, the Department of Housing and Urban Development (HUD) released the Fiscal Year 2026 (FY26) Notice of Funding Opportunity (NOFO) for the Continuum of Care (CoC) program. The FY26 CoC NOFO provides a little over $4 billion in funding for permanent supportive housing, rapid rehousing, and youth homelessness demonstration grants nationwide.

In November 2025, HUD attempted to significantly alter the FY25 NOFO, reducing the percentage of the funding to be used for annual renewal demand (ARD/automatic renewals), to continue housing Permanent Supportive Housing recipients, from 90% to 30%. This change, along with others in the FY25 NOFO, led to several delays and lawsuits.

Congress effectively resolved the lawsuits through the FY26 Transportation, Housing and Urban Development (THUD) appropriations bill HR 7148, which required the FY25 NOFO to follow previous NOFOs and allocate 90% of the funding to ARD. In a compromise, it also allowed future NOFOs, including the FY26 version, to reduce the amount of funding for ARD to 60%, and allowed HUD Secretary Scott Turner to make other discretionary programmatic changes.

The FY26 NOFO makes significant changes beyond reducing the amount of funding for permanent supportive housing, including allowing faith-based organizations to access the funding, and prioritizing projects that require sobriety and work, only provide supportive services, and provide time-limited transitional housing or rapid rehousing. Historically, the program has provided close to 90% of its funding to permanent supportive housing recipients.

FAA Proposes Rule Allowing Critical Infrastructure Facilities to Restrict Private Drone Usage

On May 6, the Department of Transportation's (DOT) Federal Aviation Administration (FAA) released a proposed rule to establish a process for operators and proprietors of certain fixed-site critical infrastructure facilities to request and maintain an unmanned aircraft flight restriction. Operators of unmanned aerial systems (UAS), also known as drones, would be prohibited from flying in the area immediately surrounding designated sites, and would be required to follow remote identification regulations in a broader zone.

Under the proposed rule, government, transportation system, water and wastewater, energy, communications, and information technology facilities could all be designated at the request of the operator. Applicants would have to show that the restriction is necessary for aviation safety, protecting people and property on the ground, national security, or homeland security in order to be granted the unmanned aircraft flight restriction (UAFR).

The proposed rule is open for public comment through July 5 of this year. Violators of an established UAFR could face civil or criminal penalties. The rule would also allow site operators to contact law enforcement if a drone flew in a restricted area, after which authorities could use Remote ID to locate the control station or operator. Pilots could face license suspensions, revocations, fines, and criminal charges for entering the no-fly zone. The proposed rule would not permit local law enforcement to use counter-UAS technology to disable the drone without overlapping authorization connected to a major event or other regulatory allowance.

FEMA Review Council Releases Final Report, Recommends Shifting Disaster Response to States

On May 7, the Federal Emergency Management Agency (FEMA) Review Council, established in January 2025 by Executive Order (EO) 14180, held its final meeting and released its final report, making recommendations to the President and Congress on reforming the agency responsible for federal disaster response.

The report recommends significant reforms to FEMA with the goal of repositioning the agency as more of a technical assistance provider supporting disaster response than an active participant, and calls for the consolidation of a number of grant programs into a direct payment system to both individuals and local governments, reducing administrative requirements. It also proposes changing the criteria used to determine the need for federal intervention to reduce the amount of resources expended by FEMA responding to disasters within state and local capacity.

A significant portion of the Council's recommended actions would require Congress to enact legislation. Last year, the House Committee on Transportation and Infrastructure advanced HR 4669, the FEMA Act, on a bipartisan basis. The bill encompasses some of the Council's recommendations, though would make FEMA an independent, cabinet level agency. Other recommendations made by the Council, including changes to the threshold for federal support following a disaster, could likely be made via the agency rulemaking process. The White House has not formally adopted the report as its policy.

TOWNSEND
PUBLIC AFFAIRS
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City of Santa Clara

2026 Q2 Legislative Bill Matrix

Broadband, Cable Service and Wireless Telecommunications LAP

SB 716 (Durazo, D) Lifeline program: broadband internet access service.

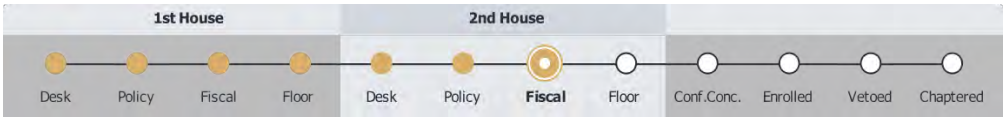
Current Text: 07/17/2025 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 07/17/2025
Status: 06/23/2026 - From inactive file. Ordered to third reading.

Location: 06/23/2026 - Assembly THIRD READING
Summary: Existing law, the Moore Universal Telephone Service Act, establishes the Universal Lifeline Telephone Service program to provide low-income households with access to affordable basic residential telephone service. This bill would require the commission, as part of a new or existing proceeding, to establish a mechanism to permit internet service providers to voluntarily include stand-alone broadband internet access service as a class of lifeline service. The bill would provide that an internet service provider would be eligible for a lifeline subsidy if it offers at least one internet service plan that provides broadband internet access service at a speed of at least 100 megabits per second downstream and 20 megabits per second upstream and costs $30 or less per month. The bill would authorize the commission to adjust the speed and monthly plan cost for certain areas of the state, as provided. The bill would require the commission, on or before December 31, 2026, to submit to the Legislature an estimate of any increase to the Universal Service Public Purpose Programs surcharge rate required for the implementation of these provisions. The bill would prohibit the commission from increasing the surcharge for the lifeline program above the highest rate collected within the previous 4 years, as of January 1, 2026. The bill would require the commission, on or before July 1, 2027, to adopt rules to implement these provisions. The bill would repeal these provisions on January 1, 2032. The bill would require the commission, on or before July 1, 2028, to report to the Legislature, as part of a specified report, on the performance and fiscal impact of the lifeline program, as specified. This bill contains other related provisions and other existing laws. (Based on 07/17/2025 text)

Emergency Management LAP

AB 1749 (Dixon, R) Interfering with wildfire suppression and emergency responses with drone.

Current Text: 06/17/2026 - Amended **HTML** **PDF**
Introduced: 02/09/2026
Last Amended: 06/17/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law makes it a crime for a person to operate or use an unmanned aerial vehicle, remote-piloted aircraft, or drone at the scene of an emergency for the purpose of viewing the scene or emergency or military personnel, and thereby impede the emergency or military personnel, in the performance of their duties in coping with the emergency. Existing law excuses a local public entity or public employee from liability for damage to an unmanned aircraft or unmanned aircraft system, if the damage was caused while the local public entity or public employee of a local public entity was providing, and the unmanned aircraft or unmanned aircraft system was interfering with, the operation, support, or enabling of any emergency service, as specified. Existing law makes everyone responsible for an injury occasioned to another by their want of ordinary care or skill in the management of their property or person, as provided. This bill would prohibit a person from operating or using an unmanned aerial vehicle, remote-piloted aircraft, or drone to knowingly or recklessly interfere with, among other things, a wildfire suppression or law enforcement or emergency response efforts related to a wildfire suppression. (Based on 06/17/2026 text)

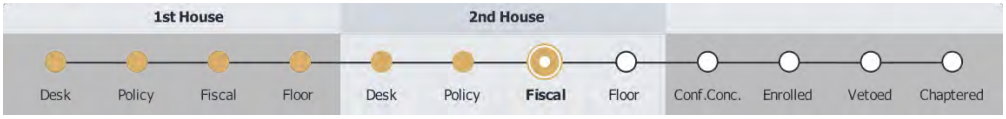
AB 1795 (Gipson, D) Smoke Damage Recovery Act.

Current Text: 07/02/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2026

Last Amended: 07/02/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law requires the Secretary for Environmental Protection to implement a unified hazardous waste and hazardous materials management regulatory program, known as the unified program. Existing law requires the Office of the State Fire Marshal to develop and make available on its internet website a Wildland-Urban Interface Fire Safety Building Standards Compliance training intended for use in the training of local building officials, builders, and fire service personnel, as specified. Existing law authorizes the Office of the State Fire Marshal to allow certification of contractors who conduct defensible space, home hardening, fuel reduction, roadside clearance, and other contracting activities for wildlife resiliency efforts and who have completed specified training programs. This bill, the Smoke Damage Recovery Act, would require the California Environmental Protection Agency (CalEPA), on or before June 30, 2027, to develop health-based standards and requirements for minimum sampling, testing, and chemical screening levels for residential properties that have sustained smoke damage as a result of a wildfire, as defined. The bill would additionally authorize CalEPA to impose additional sampling, testing, or chemical screening requirements pertaining to a specific wildfire. This bill would require CalEPA, on or before January 1, 2028, and in consultation with state and local agencies, to establish training and certification requirements for a person who inspects, evaluates, samples, tests, analyzes, remediates, or restores residential properties that have sustained smoke damage as a result of a wildfire. The bill would require CalEPA to promulgate regulations to implement, administer, and enforce the training and certification requirements, establish rules for noncompliance, and determine which governmental entity or entities shall have jurisdiction over the different categories of persons who will be subject to the requirements. (Based on 07/02/2026 text)

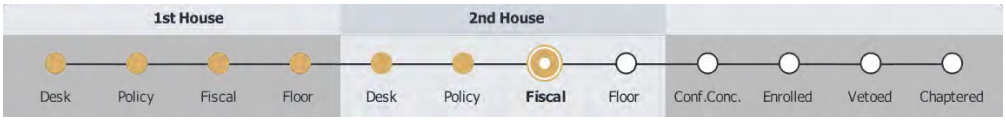
AB 1960 (Bennett, D) Wildfire Prevention Grants Program: identified cohesive fire communities.

Current Text: 06/25/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Last Amended: 06/25/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law requires the Department of Forestry and Fire Protection to establish a local assistance grant program for fire prevention and home hardening education activities in California and extends eligibility for grants to, among others, local agencies, resource conservation districts, fire safe councils, the California Conservation Corps, certified community conservation corps, Native American tribes, and qualified nonprofit organizations. Existing law requires the department, on or before December 31, 2023, and annually thereafter, to post on its internet website certain information regarding hazardous fuel reduction and vegetation management projects funded or conducted by the department for the preceding fiscal year, including projects funded under the department's Wildfire Prevention Grants Program, as provided. Existing law requires the Director of Forestry and Fire Protection to establish a statewide program to allow qualified entities, as defined, who have completed a specific training program developed and administered by the department to support and augment the department in its defensible space and home hardening assessment and education efforts. This bill would authorize the department, commencing with the 2028–29 fiscal year, to disburse funds appropriated for the Wildfire Prevention Grants Program to identified cohesive fire communities, as defined, that partner with fire safe councils, as provided, to use for activities related to hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education, among other activities. (Based on 06/25/2026 text)

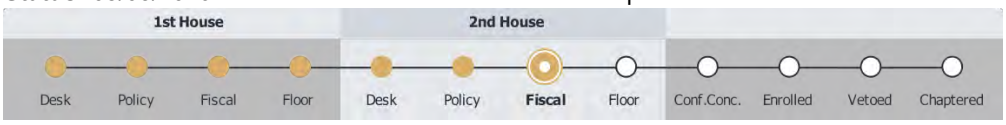
AB 2037 (Patterson, R) Wildfire Mitigation Aging and Disability Grant Pilot Program.

Current Text: 05/18/2026 - Amended **HTML** **PDF**

Introduced: 02/17/2026

Last Amended: 05/18/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: The Mello-Granlund Older Californians Act establishes the California Department of Aging in the California Health and Human Services Agency and sets forth its mission to provide leadership to the area agencies on aging in developing systems of home- and community-based services that maintain individuals in their own homes or the least restrictive homelike environments. This bill would establish the Wildfire Mitigation Aging and Disability Grant Pilot Program to be administered by the California Department of Aging through specified area agencies on aging, including Planning and Service Areas 4, 29, and 33. Upon appropriation by the Legislature for these purposes, the bill would award grants, based on specified criteria, to seniors and individuals with disabilities to mitigate against wildfires on properties they own that they would not otherwise be able to protect with existing resources. The bill would require the area agencies on aging to award grants on a competitive basis and would require applications to contain specified information, including proof of need. The bill would also authorize the grant funding to be used towards the costs associated with hiring contractors or other qualified service providers to perform wildfire mitigation activities. (Based on 05/18/2026 text)

AB 2061 (Chen, R) California FAIR Plan Association: data.

Current Text: 06/18/2026 - Amended **HTML** **PDF**

Introduced: 02/18/2026

Last Amended: 06/18/2026

Status: 08/04/2026 - Read second time. Ordered to Consent Calendar.

Location: 08/03/2026 - Senate CONSENT CALENDAR

Summary: Existing law creates the Department of Insurance to regulate the business of insurance. Existing law generally regulates residential property insurance, including homeowners' insurance. Existing law establishes the California FAIR Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an internet website and toll-free telephone number, requires the association to cause the toll-free telephone number to be published in all general distribution telephone directories in the state, and requires the association to include the internet website address and toll-free telephone number on all communications with an applicant or insured. This bill would require the association to, each quarter, post on its internet website specified information, including the number of policies issued by the association in each ZIP Code and the risk exposure of the association. (Based on 06/18/2026 text)

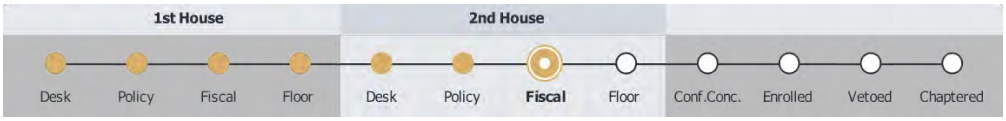
AB 2075 (Bennett, D) Forestry: safety requirements: fire equipment: internal combustion engines.

Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Last Amended: 06/29/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: Under existing law, a person is prohibited from using or operating, on or near specified lands during a time of the year when burning permits are required, a motor engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate without complying with specified requirements, including the requirement to maintain one serviceable round point shovel and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation. Existing law prohibits a person, except a member of an emergency crew or except the driver or owner of a service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, as provided, from using or operating any vehicle, machine, tool, or equipment powered by an internal combustion engine operated on hydrocarbon fuels in an industrial operation located on specified land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in a fire toolbox in specified amounts, manners, and locations. Under existing law, a violation of these provisions is a crime. This bill would revise and recast those provisions by, among other things, instead requiring a person to maintain at least one backpack pump-type fire extinguisher fully equipped and ready for use, and a sufficient number of serviceable round point shovels so that each person at the operation can be equipped to fight fire, within the operating area, at a point accessible in the event of fire. The bill would require these fire tools to be no farther than 25 feet from the motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices, and unrestricted access for the operator. The bill would provide that these requirements do not apply to a person operating a motorized vehicle to work on, clear, or grade any land in or near specified lands during any time of the year when burning permits are required, and would instead require the person to have in or affixed to the motor vehicle and ready for immediate use one serviceable round point shovel and one fully equipped fire extinguisher. (Based on 06/29/2026 text)

AB 2385 (Petrie-Norris, D) Local reconstruction agencies.

Current Text: 08/03/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 08/03/2026
Status: 08/03/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.



Location: 06/30/2026 - Senate Appropriations

Summary: The Community Redevelopment Law established redevelopment agencies in each community and granted specified powers to those redevelopment agencies for the purpose of promoting redevelopment in blighted areas. Existing law dissolved those community redevelopment agencies in 2012. Other existing law, the Disaster Recovery Reconstruction Act of 1986, authorizes each city, county, or other local subdivision, as provided, to prepare, prior to a disaster, plans and ordinances facilitating the expeditious and orderly recovery and reconstruction of the area in case of a disaster. Existing law authorizes the plans and ordinances to include, among other things, a contingency plan of action and organization for short-term and long-term recovery and reconstruction to be instituted after a disaster. Existing law authorizes the plans and ordinances to include the authority and proposed organization for establishment of a local reconstruction authority with powers parallel to those of a community redevelopment agency, except as specified. This bill would refer to those plans as a disaster recovery plan and would require a city or county that prepares a disaster recovery plan to amend its general plan, if necessary, as provided, to ensure consistency between both plans. The bill would revise the contingency plan of action and organization to include intermediate recovery and reconstruction, in addition to the short-term and long-term recovery and reconstruction, and would specify elements that may be included in the contingency plan of action and organization. The bill would require the Office of Land Use and Climate Innovation, on or before January 1, 2029, and in consultation with other specified state and local entities, to assess the recovery and rebuilding needs of jurisdictions across the state and develop model ordinance language, as provided. (Based on 08/03/2026 text)

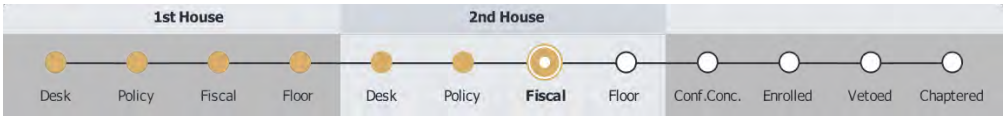
AB 2410 (Ellis, R) Wildfire safety: fuels reduction projects: California Environmental Quality Act.

Current Text: 07/09/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026

Last Amended: 07/09/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



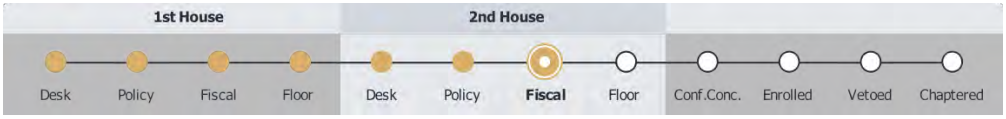
Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain projects. This bill would, until January 1, 2030, exempt from CEQA critical fuels reduction projects that address extremely flammable species, are conducted in communities located in high fire threat districts or very high fire hazard severity zones, and remove specified nonnative species or common species. The bill would require projects exempt from CEQA pursuant to this exemption to comply with the best management practices under the 2025 Statewide Fuels Reduction Environmental Protection Plan, as provided. The bill would require a lead agency carrying out a project exempt from CEQA pursuant to this exemption to consult with the Department of Fish and Wildlife, as provided, and to, within 90 days of project completion, submit a notice of project completion and a final compliance determination regarding the 2025 Statewide Fuels Reduction Environmental Protection Plan to the Secretary of the Natural Resources Agency and the Secretary for Environmental Protection, as provided. The bill would require, on or before March 1, 2028, and annually thereafter, the Secretary of the Natural Resources Agency to, in consultation with the Secretary for Environmental Protection, submit a report to the Legislature with specified information summarizing the implementation of these provisions during the preceding calendar year. (Based on 07/09/2026 text)

AB 2473 (Committee on Emergency Management) Wildfire Forecast and Threat Intelligence Integration Center: forecasted extreme, life-threatening fire weather conditions.

Current Text: 04/07/2026 - Amended **HTML** **PDF**

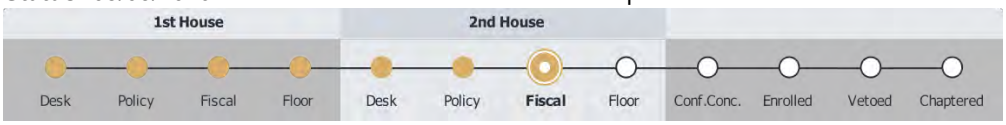
Introduced: 02/20/2026
Last Amended: 04/07/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The California Emergency Services Act requires the Office of Emergency Services and the Department of Forestry and Fire Protection to jointly establish and lead the Wildfire Forecast and Threat Intelligence Integration Center, which serves as the state's central organizing hub for, among other things, wildfire forecasting. Existing law authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. This bill would require the Wildfire Forecast and Threat Intelligence Integration Center to proactively coordinate with the National Weather Service and the California State Warning Center to share forecasted extreme, life-threatening fire weather conditions to ensure wide distribution of information for all potentially impacted agencies. (Based on 04/07/2026 text)

AB 2724 (Bauer-Kahan, D) Catastrophe modeling: distressed areas.

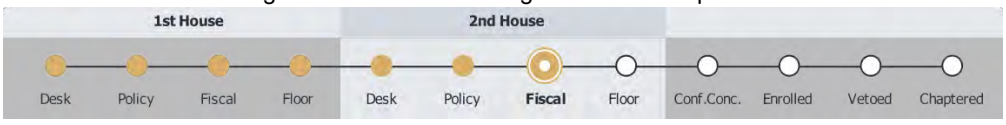
Current Text: 04/16/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 04/16/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the California FAIR Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate to administer a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing regulations authorize insurers, in distressed areas and for properties insured by the FAIR Plan that are exposed to wildfire risk, to use catastrophe modeling, as specified. Under existing regulations, a distressed area includes undermarketed ZIP Codes and distressed counties. This bill, on or before July 1, 2027, and yearly thereafter, would require the Department of Insurance to review and update distressed areas. As part of the review and update, the bill would require the department, among other things, to hold at least one public meeting to allow interested persons to submit suggestions for distressed areas, as specified. (Based on 04/16/2026 text)

SB 876 (Padilla, D) Fire and residential property insurance.

Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 01/06/2026
Last Amended: 06/25/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

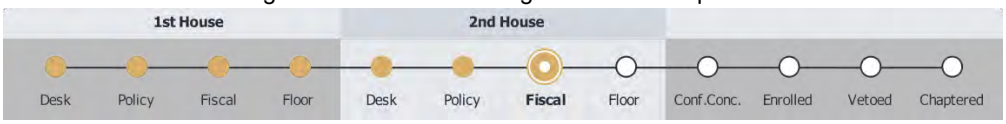


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law generally regulates classes of insurance, including fire and residential property insurance. Existing law prohibits a policy from limiting or denying a payment of building code upgrade cost on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location. If there is a total loss of the insured structure, this bill would require the building

code upgrade cost payable to include all costs that would have been incurred if the insured structure been completely rebuilt at its original location. (Based on 06/25/2026 text)

SB 878 (Pérez, D) Insurance business practices.

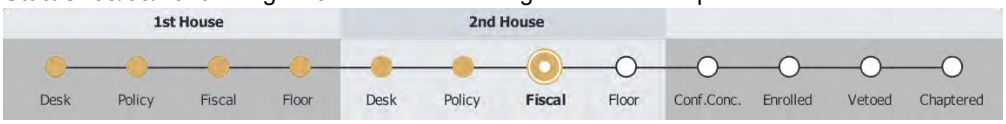
Current Text: 06/10/2026 - Amended **HTML** **PDF**
Introduced: 01/06/2026
Last Amended: 06/10/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law creates the Department of Insurance, headed by the Insurance Commissioner, and generally regulates classes of insurance, including fire and residential property insurance. Existing regulations prescribe specified deadlines by which an insurer is required to, among other things, respond to a notice of claim, accept or deny a claim, in whole or in part, and, upon acceptance of a claim in whole or in part, tender payment or otherwise take action to perform its obligation, as specified. This bill, with respect to a claim under a policy of residential property insurance, would codify specified provisions of the regulations prescribing the deadlines above. (Based on 06/10/2026 text)

SB 894 (Allen, D) Wildfire resiliency: financial assistance.

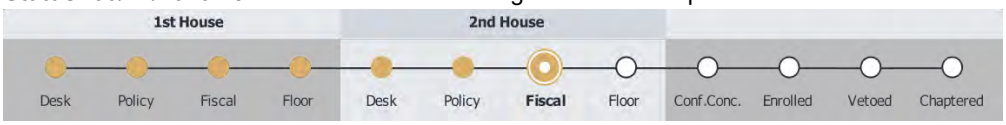
Current Text: 05/14/2026 - Amended **HTML** **PDF**
Introduced: 01/15/2026
Last Amended: 05/14/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law establishes the California Alternative Energy and Advanced Transportation Financing Authority to provide alternative methods of financing in providing and promoting the establishment of facilities using alternative methods and sources of energy and facilities needed for the development and commercialization of advanced transportation technologies, as provided. This bill would establish the California Wildfire Resilience Loan Program and would require the authority, upon appropriation by the Legislature, to administer the program to provide financial assistance for projects and activities to reduce wildfire-related risks and losses, including home hardening and defensible space improvements, as provided, and would make related changes. (Based on 05/14/2026 text)

SB 899 (Grove, R) Fire prevention: Wildfire and Forest Resilience Task Force: wildfire smoke.

Current Text: 05/14/2026 - Amended **HTML** **PDF**
Introduced: 01/20/2026
Last Amended: 05/14/2026
Status: 06/24/2026 - June 24 set for first hearing. Placed on suspense file.

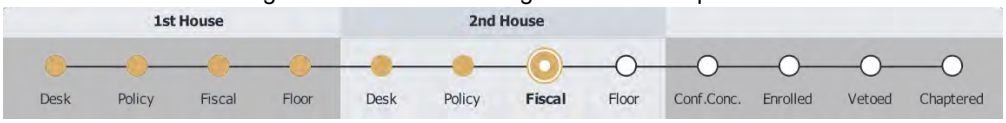


Location: 06/24/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires the Wildfire and Forest Resilience Task Force to develop a comprehensive implementation strategy to track and ensure the achievement of the goals and key actions identified in the state's "Wildfire and Forest Resilience Action Plan," as provided. Existing law requires, on or before March 1, 2026, and every 5 years thereafter, the task force to update the action plan. This bill would require the task force, on or before July 1, 2028, and in cooperation with the Office of

Environmental Health Hazard Assessment, the State Air Resources Board, and the State Department of Public Health, to assess the health costs and impacts of wildfire smoke using existing wildfire smoke and health data, as provided. The bill would require the task force, in developing this assessment, to, among other things, develop a model to determine the approximate health benefits of achieving the goals identified in the action plan and make recommendations on how the action plan can increase its health benefits. (Based on 05/14/2026 text)

SB 911 (Becker, D) Transfer of real property: fire hazard severity zones: compliance documentation.

Current Text: 06/01/2026 - Amended **HTML** **PDF**
Introduced: 01/26/2026
Last Amended: 06/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires a seller of a real property that is located in a high or very high fire hazard severity zone to provide to the buyer documentation stating that the property is in compliance with specified fire safety requirements or local vegetation management ordinances. If the seller of a real property as described above has not obtained that documentation of compliance, existing law requires the seller and the buyer to enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with those specified fire safety requirements or local vegetation management ordinances. In a local jurisdiction that has not enacted an ordinance requiring an owner or buyer to obtain documentation of compliance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, existing law requires the buyer to obtain documentation of compliance within one year of the date of the close of escrow. Existing law requires each county assessor and recorder to make available, without charge and upon request, a form entitled “Preliminary Change of Ownership Report,” which transferees of real property are required complete and authorized to file with the recorder concurrent with the recordation of any document effecting a change in ownership. This bill would additionally require the buyer to disclose whether they have an obligation to obtain documentation of compliance within one year of the date of the close of escrow pursuant to that agreement on the preliminary change of ownership report. The bill would require the county assessor to make available to the Department of Forestry and Fire Protection and to local fire agencies the property address of any property, and name of the transferee, for which the transferee indicated on the preliminary change of ownership report that the property is located in a high or very high fire hazard severity zone and that the transferee has an obligation to obtain documentation of compliance within one year of the date of the close of escrow pursuant to that written agreement. (Based on 06/01/2026 text)

SB 959 (Grayson, D) Average daily attendance: emergencies: major safety hazard.

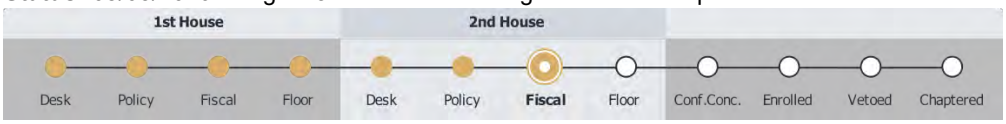
Current Text: 03/09/2026 - Amended **HTML** **PDF**
Introduced: 02/03/2026
Last Amended: 03/09/2026
Status: 08/03/2026 - From consent calendar on motion of Assembly Member Aguiar-Curry. Ordered to third reading.

Location: 08/03/2026 - Assembly THIRD READING
Summary: For purposes of state apportionments based on average daily attendance, as provided, if the average daily attendance of a school district, county office of education, or charter school has been materially decreased during a fiscal year because of a specified emergency, including, among others, the imminence of a major safety hazard as determined by a local law enforcement agency, existing law requires the Superintendent of Public Instruction to estimate the average daily attendance in a manner

that credits to the school district, county office of education, or charter school approximately the total average daily attendance that would have been credited to the school district, county office of education, or charter school had the emergency not occurred. This bill, for the above-described purposes, would additionally allow a local fire agency to make a determination of the imminence of a major safety hazard. (Based on 03/09/2026 text)

SB 1301 (Allen, D) Residential property insurance: nonrenewals.

Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/25/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

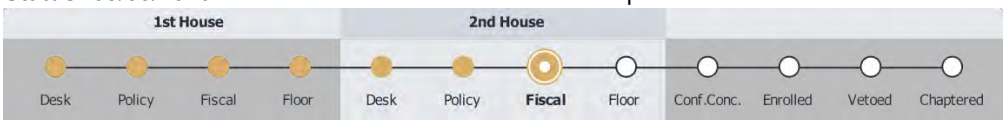


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law creates the Department of Insurance, headed by the Insurance Commissioner, and generally regulates classes of insurance, including residential property insurance. Existing law requires an insurer to deliver to the named insured an offer of renewal, as specified, at least 45 days before the policy expiration and to deliver a notice of nonrenewal at least 75 days before the policy expiration. If the insurer fails to do so, existing law requires the existing policy, with no change in its terms and conditions, to remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the named insured. Existing law requires nonrenewal notices to contain specified information. This bill would, beginning January 1, 2028, require an insurer to either deliver to the named policyholder an offer of renewal or a notice of nonrenewal or a notice of renewal with a reduction of limits or an elimination of coverage under the policy at least 90 days before the policy expiration. The bill would require the notice to contain specified information, including all information related to the basis for the nonrenewal or the reduction of limits or elimination of coverage, as specified. If the insurer fails to deliver an offer or notice to the named policyholder, the bill would require the existing policy to remain in effect for 90 days from the date the offer of renewal is delivered or the notice of nonrenewal or notice of renewal with a reduction of limits or an elimination of coverage is delivered. If an insurer finds that a policy does not meet its underwriting guidelines due to a condition that can be remedied by the policyholder. (Based on 06/25/2026 text)

Energy Legislation, Regulations and Issues LAP

AB 1577 (Bauer-Kahan, D) Data centers: reporting.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 01/12/2026
Last Amended: 07/02/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

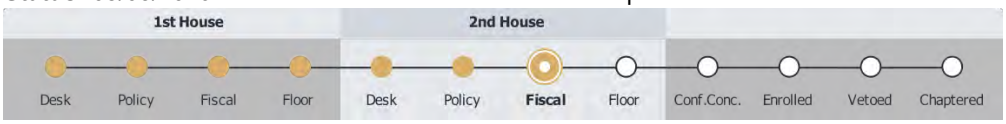


Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the State Energy Resources Conservation and Development Commission and vests the commission with various responsibilities with respect to developing and implementing the state's energy policies. Existing law requires the commission to biennially adopt an integrated energy policy report, as specified, and to make the reports accessible to state, local, and federal entities and to the general public. This bill would require the commission to establish a process for the owner of a data center, as defined, to submit specified information to the commission, including, among other information, the data center's location and size, the data center's power usage effectiveness, as defined, and the quantity of fuel consumed by onsite generators or other fuel-based energy systems, as specified. The bill would require the owner of a data center to submit the required

information in the manner and timeframe specified by the commission. The bill would require the commission, beginning with the 2029 integrated energy policy report, and in subsequent biennial reports, to include an assessment of electrical load trends for data centers, as provided. The bill would require the commission to annually publish the information submitted in an anonymized and aggregated format on its internet website. (Based on 07/02/2026 text)

AB 1761 (Rogers, D) Electricity: calculation methodology: data disclosure.

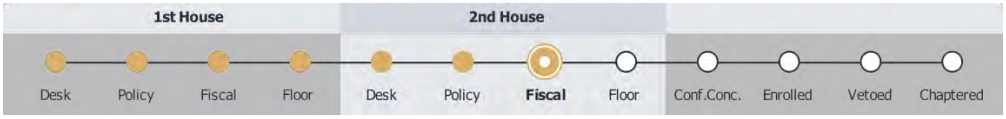
Current Text: 03/19/2026 - Amended **HTML** **PDF**
Introduced: 02/09/2026
Last Amended: 03/19/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Would require the Public Utilities Commission to ensure that all data serving as a basis for any decision or ruling issued by the commission, or in any proposal or analysis provided by commission staff, for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover costs associated with contracts, electrical corporation-owned generation, or any other resource or value included in that charge and any other charge derived from those costs, is made available to load-serving entities and ratepayer advocates on behalf of customers. The bill would require the commission to require an electrical corporation or other party, in submitting a proposal or analysis for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover costs associated with contracts, electrical corporation-owned generation, or any other resource or value included in that charge and any other charge derived from those costs, to make all data serving as a basis for that proposal or analysis available to load-serving entities and ratepayer advocates on behalf of customers. The bill would require that data to meet specified requirements, including that it is made through a public disclosure, except for market-sensitive data, as provided. (Based on 03/19/2026 text)

AB 2369 (Rogers, D) Electricity: energy storage: energy-only resources.

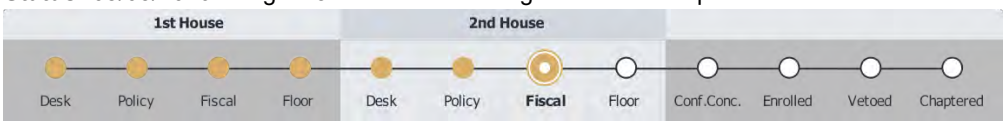
Current Text: 05/18/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 05/18/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including electrical corporations. Existing law requires the PUC, in consultation with the State Energy Resources Conservation and Development Commission (Energy Commission), to provide transmission-focused guidance to the Independent System Operator (ISO) about resource portfolios of expected future renewable energy resources and zero-carbon resources, as specified, to allow the ISO to identify and approve transmission facilities needed to interconnect resources and reliably serve the needs of load centers. In providing that guidance, existing law requires the PUC and the Energy Commission to annually provide projections to support the Independent System Operator's planning and approvals in its annual transmission planning process, as provided. This bill would require the PUC and Energy Commission, as part of providing those projections, to also identify cost-effective opportunities to increase the reliability contribution or mitigate congestion of planned or existing energy-only resources through transmission capacity expansions. (Based on 05/18/2026 text)

SB 742 (Pérez, D) Electricity: electrical infrastructure: permanently abandoned transmission facilities: emergency response: liaisons.

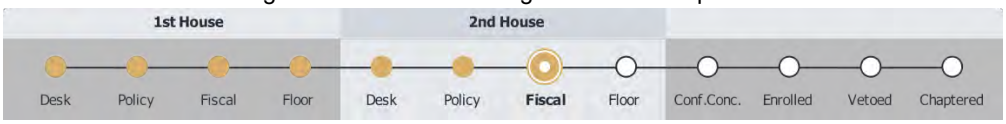
Current Text: 06/15/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025 (Spot bill)
Last Amended: 06/15/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires electrical corporations to construct, maintain, and operate their electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire, as specified. Existing law requires electrical corporations to annually prepare and submit wildfire mitigation plans to the Office of Energy Infrastructure Safety for review and approval. This bill would require the commission, on or before January 1, 2028, to update a general order to require each electrical corporation to remove all permanently abandoned transmission facilities, as specified. (Based on 06/15/2026 text)

SB 887 (Padilla, D) California Environmental Quality Act: environmental leadership development projects: data centers: clean energy powerplant projects.

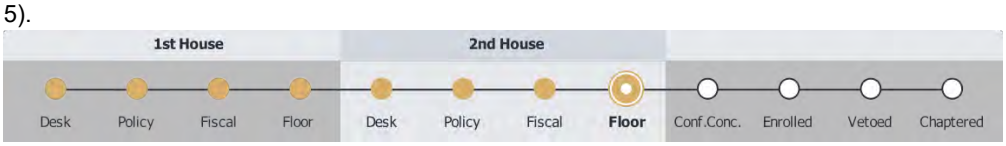
Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 01/13/2026
Last Amended: 06/29/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the Office of Land Use and Climate Innovation to prepare and propose guidelines for the implementation of CEQA by public agencies and requires the Secretary of the Natural Resources Agency to certify and adopt the guidelines. CEQA requires the guidelines to include a list of classes of projects that have been determined not to have a significant effect on the environment and that are exempt from CEQA, commonly known as categorical exemptions. This bill would define “data center” for the purposes of CEQA and prohibit the application of categorical exemption to a project for the development and operation of a data center, as specified. By increasing the duties of a lead agency in relation to the environmental review of a data center project, this bill would impose a state-mandated local program. (Based on 06/29/2026 text)

SB 1168 (McNerney, D) Data centers: rate structures.

Current Text: 06/15/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Last Amended: 06/15/2026
Status: 08/05/2026 - From committee: Do pass. Ordered to consent calendar. (Ayes 15. Noes 0.) (August 5).



Location: 08/05/2026 - Assembly CONSENT CALENDAR
Summary: Would require the Public Utilities Commission to assess opportunities for rate structures to ensure data centers pay a reasonable share of their costs associated with transmission and distribution needs, ensure that data centers pay for their proportionate share of load increases and procurements

needed to reliably serve their loads while maintaining consistency with the applicable integrated resource planning requirements, and alleviate cost pressures on residential ratepayers. (Based on 06/15/2026 text)

Housing LAP

AB 673 (Jackson, D) Unaccompanied homeless pupils: Unaccompanied Youth Support Grant Program.

Current Text: 06/18/2026 - Amended **HTML** **PDF**
Introduced: 02/14/2025
Last Amended: 06/18/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Would require the State Department of Education to administer formula grants as part of a pilot program, to be known as the Unaccompanied Youth Support Grant Program, for school districts, county offices of education, and charter schools to provide supports necessary to improve school attendance, pupil engagement, pupil graduation rates, and pupil wellbeing for unaccompanied youth, as defined, who are 16 or 17 years of age, including connecting youth with resources to find stable housing. The bill would require, subject to an appropriation and subject to specified allocation metrics, 5-year grants that commence with the 2028–29 fiscal year, to be awarded by the Superintendent of Public Instruction to local educational agencies, or consortia of local educational agencies, to support unaccompanied youth, and would require grant funds to be used for, among other things, referrals to existing social services support systems, and providing basic needs and educational support services, as specified. The bill would require, to be eligible to apply for a grant under the program, a local educational agency to have identified at least one unaccompanied youth enrolled during the prior fiscal year, as specified. The bill would require local educational agencies applying for grant funds under the program to submit an application that includes, among other things, a description of how grant funds will be used to identify eligible pupils, the types of supports to be provided based on the eligible uses of grant funds, and the performance measures the local educational agency will use to measure progress towards program goals. The bill would require local educational agencies awarded grant funds under the program to submit annual reports to the department that include, among other things, a description of the expenditure of funds and the number and characteristics of unaccompanied youth served. (Based on 06/18/2026 text)

AB 748 (Harabedian, D) Single-family and multifamily housing units: preapproved plans.

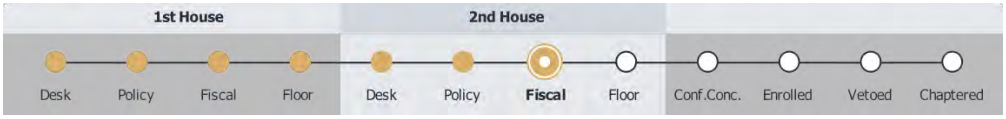
Current Text: 01/05/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2025
Last Amended: 01/05/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The Planning and Zoning Law provides for the adoption and administration of zoning laws, ordinances, rules and regulations by counties and cities and the implementation of those general plans as may be in effect in those counties or cities. In that regard, current law requires each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans. This bill would require each local agency, as defined, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would require a large jurisdiction, as defined, to develop this program by July 1, 2027, and a small jurisdiction, as defined, to develop a program by January 1, 2029. The bill would require the local agency

to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. (Based on 01/05/2026 text)

AB 750 (Quirk-Silva, D) Department of Housing and Community Development.

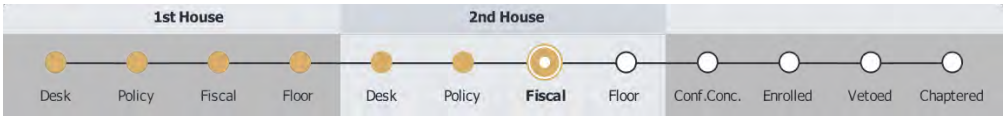
Current Text: 06/15/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2025
Last Amended: 06/15/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law authorizes the Department of Housing and Community Development, upon appropriation, to make loans or grants, or both loans and grants, to rehabilitate, capitalize operating subsidy reserves for, and extend the long-term affordability of department-funded housing projects that have an affordability restriction that has expired, that have an affordability restriction with a remaining term of less than 10 years, or are otherwise at risk of conversion to market-rate housing. This bill would also authorize the department to make those loans and grants to rehabilitate, capitalize operating subsidy reserves for, and extend the long-term affordability of housing projects that qualify as a challenged development, as defined. The bill would require the department to grant priority for these loans and grants to housing projects that are department funded and have an affordability restriction that has expired or have a remaining term of less than 10 years, or are otherwise at risk for conversion. (Based on 06/15/2026 text)

AB 1165 (Gipson, D) California Housing Justice Act of 2025.

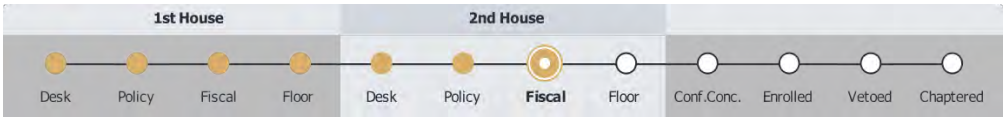
Current Text: 01/22/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 01/22/2026
Status: 06/22/2026 - In committee: Referred to APPR. suspense file.



Location: 06/22/2026 - Senate APPR. SUSPENSE FILE
Summary: Current law establishes the Homeless Housing, Assistance, and Prevention Program administered by the Business, Consumer Services, and Housing Agency for the purpose of providing jurisdictions, as defined, with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges, as specified. Current law also establishes the Department of Housing and Community Development in the agency and makes the department responsible for administering various housing programs throughout the state, including, among others, the Multifamily Housing Program, the Housing for a Healthy California Program, and the California Emergency Solutions Grants Program. This bill would enact the California Housing Justice Act of 2025, which would require the department to create, by January 1, 2028, and in collaboration with specified entities, including local entities, finance plans to solve homelessness and to solve the housing unaffordability crisis, and related statewide performance metrics. (Based on 01/22/2026 text)

AB 1621 (Wilson, D) Planning and Zoning Law: postentitlement phase permits: Housing Accountability Act.

Current Text: 06/03/2026 - Amended **HTML** **PDF**
Introduced: 01/22/2026
Last Amended: 06/03/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: The Planning and Zoning Law requires a local agency or state agency to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Existing law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. Existing law requires the time limits to be tolled, if the local agency or state agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application, as specified. This bill would prohibit a local agency or state agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review. The bill would authorize a local agency or state agency to deny an application that is not compliant with the permit standards following 2 plan check and specification reviews. The bill would also authorize an applicant to request additional submittals of applications that are not compliant with the permit standards. The bill, if a local agency or state agency finds that a complete application is noncompliant, would prohibit a local agency or state agency from requesting or requiring any action or inaction as a result of a building inspection undertaken to assess compliance with the applicable building permit standards that would represent a deviation from a previously approved building plan or similar approval for the building permit, except as specified. (Based on 06/03/2026 text)

AB 1622 (Rubio, Blanca, D) Electrified security fences.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**

Introduced: 01/22/2026

Status: 08/03/2026 - Read second time. Ordered to Consent Calendar.

Location: 07/01/2026 - Senate CONSENT CALENDAR

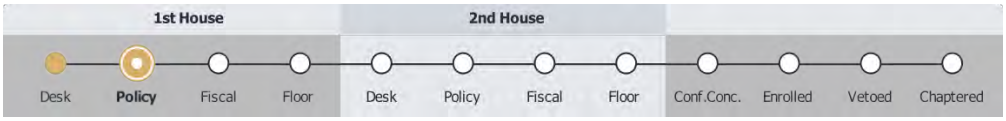
Summary: Current law, until January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, driven by solar-charged batteries of no more than 12 volts of direct current, and used to protect and secure manufacturing or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial purpose that stores, parks, services, sells, or rents vehicles or other materials, subject to specified conditions. Current law prohibits a city, county, or city and county from prohibiting or conditioning the installation of an electrified security fence, as described above, except for requiring an administrative permit to confirm a fence abutting a property in residential use, or within 300 feet of a public park, childcare facility, recreation center, community center, or school facility, meets certain requirements. Current law repeals these provisions on January 1, 2028. Current law, starting January 1, 2028, authorizes an owner of real property to install and operate on their property an electrified security fence that is powered by an electrical energizer, and used to protect and secure commercial, manufacturing, or industrial property, or property zoned under another designation, but legally authorized to be used for a commercial, manufacturing, or industrial purpose, subject to specified conditions and subject to prohibitions imposed by a city, county, or city and county through a local ordinance. This bill would indefinitely extend the operation of the electrified security fence provisions subject to repeal on January 1, 2028, and would repeal the provisions that become operative on January 1, 2028. (Based on 01/22/2026 text)

AB 1624 (Zbur, D) Public Lands Protection Act.

Current Text: 01/22/2026 - Introduced **HTML** **PDF**

Introduced: 01/22/2026

Status: 04/15/2026 - In committee: Set, first hearing. Hearing canceled at the request of author.



Location: 03/16/2026 - Assembly Local Government

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries that bears relation to its planning. Current law authorizes the legislative body of a county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes, as provided. For these purposes, current law authorizes the legislative body to divide a county or city into zones, but requires that regulations adopted be uniform for each class or kind of building or use of land throughout each zone. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. This bill, the Public Lands Protection Act, would, upon transfer to any private or nonfederal entity of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has been designated in an adopted general plan or zoning ordinance as open space, public land, resource conservation, or an equivalent conservation-oriented designation, immediately subject that parcel to the zoning designation and associated state and local restrictions. The bill would also, upon transfer of a parcel of land located within the state that is owned by the United States government on or after January 1, 2025, and that has not been designated in an adopted general plan or zoning ordinance at the time of transfer to any private or nonfederal entity, automatically subject that parcel to the most restrictive conservation-oriented zoning designation currently applied in the jurisdiction, by operation of law. (Based on 01/22/2026 text)

AB 1693 (Zbur, D) Accelerated retailer building plan approval: tenant improvements.

Current Text: 06/25/2026 - Amended **HTML** **PDF**

Introduced: 02/03/2026

Last Amended: 06/25/2026

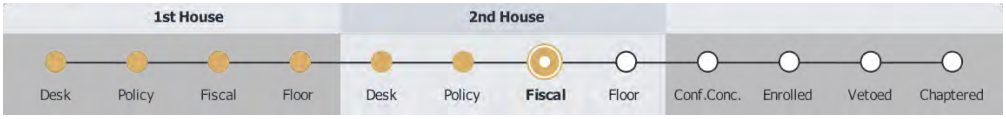
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING

Summary: The California Building Standards Law establishes the California Building Standards Commission within the Department of General Services. Existing law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code. Existing law authorizes local governments to enact ordinances or regulations that make building standards amendments to the California Building Standards Code, as specified. Existing law establishes a streamlined approval process for a local permit for a tenant improvement related to a restaurant, as defined. This bill would establish a similar streamlined approval process for a local permit for a tenant improvement relating to a retailer, as defined. In this regard, the bill would require a local building department, upon the request and at the expense of the permit applicant, to allow a qualified professional certifier, defined as a licensed architect or engineer who meets certain requirements, to certify that the plans and specifications of the tenant improvement comply with all applicable building, health, and safety codes, as specified. The bill would require a qualified professional certifier, or the applicant, as applicable, to prepare certain affidavits related to the tenant improvement under penalty of perjury. The bill would require the local building department to approve or deny the permit application within 20 business days of receiving a complete application. The bill would also authorize the applicant to resubmit corrected plans addressing the deficiencies identified in the initial denial, would limit the local building department's review of each subsequent resubmission to the deficiencies identified in the initial denial, and would require the local building department to approve or deny each subsequent resubmission within 10 business days of receipt. The bill would require each local building department to conduct audits of tenant improvements submitted for certification, as specified. (Based on 06/25/2026 text)

AB 1710 (Carrillo, D) Permit Streamlining Act: housing development projects: conformity with ordinances and standards.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/04/2026
Last Amended: 07/02/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The Permit Streamlining Act, among other things, requires public agencies to approve or disapprove of a development project within certain timeframes, as specified. The act requires public agencies to compile one or more lists that specify in detail the information that will be required from any applicant for a development project. The act requires a public agency, upon its determination that an application for a development project is incomplete, to include a list and a thorough description of the specific information needed to complete the application. This bill would provide that for the purposes of the Permit Streamlining Act, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision adopted or implemented by a public agency, as defined, if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity, except as specified. (Based on 07/02/2026 text)

AB 1738 (Carrillo, D) State Housing Law: remote inspections.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/05/2026
Last Amended: 07/02/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

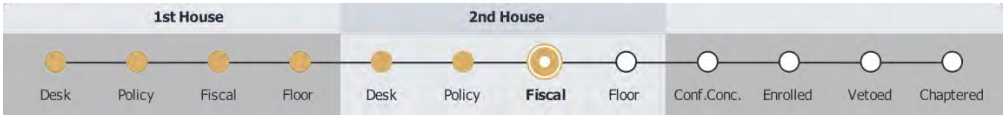
Location: 08/04/2026 - Senate THIRD READING
Summary: The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Existing law requires the building department of every city or county to enforce the provisions of the State Housing Law, the State Building Standards Code, and other specified rules and regulations promulgated pursuant to the State Housing Law pertaining to standards for buildings used for human habitation. Existing law authorizes an officer, employee, or agent of an enforcement agency to enter and inspect any building or premises whenever necessary to secure compliance with, or prevent a violation of, any provision of the State Housing Law, the building standards published in the State Building Standards Code, and other rules and regulations promulgated pursuant to the provisions of the State Housing Law. Existing law provides certain immunities to a public entity or employee immunity relative to an inspection or license, as provided. This bill would require a city, including a charter city, county, or city and county, except as specified, to offer a homeowner or contractor, as described, the option of requesting remote inspections for all or a subset of an inspection required by a building permit for specified works in one- or 2-family dwelling units, by either January 1, 2028, or July 1, 2028, as provided. The bill would authorize these local agencies to adopt reasonable protocols governing the technical conduct of a remote inspection, as specified. The bill would apply the above-described immunities to remote inspections. The bill would authorize these local agencies to temporarily ban the homeowner or contractor from using the remote inspection if a homeowner is found to have willfully misrepresented the work, as provided. (Based on 07/02/2026 text)

AB 1751 (Quirk-Silva, D) Missing Middle Townhome Ownership Act.

Current Text: 08/04/2026 - Amended **HTML** **PDF**
Introduced: 02/09/2026

Last Amended: 08/04/2026

Status: 08/04/2026 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.



Location: 07/01/2026 - Senate Appropriations

Summary: The Planning and Zoning Law contains various provisions requiring a local government that receives an application for certain types of qualified housing developments to review the application under a streamlined, ministerial approval process, depending on the type of housing development, as specified. Existing law, the Subdivision Map Act, vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification thereof. The act generally requires a subdivider to file a tentative map or vesting tentative map with the local agency, as specified, and the local agency, in turn, to approve, conditionally approve, or disapprove the map within a specified time period. Existing law, known as the Starter Home Revitalization Act of 2021, among other things, requires a local agency to ministerially consider, without discretionary review or a hearing, a parcel map or a tentative and final map for a housing development project that meets certain requirements, including that the housing development project on the lot proposed to be subdivided will contain 10 or fewer residential units, except as provided. This bill, the Missing Middle Townhome Ownership Act, would authorize a development proponent to submit an application for a townhome development project that is subject to a prescribed ministerial approval process if the development complies with certain procedural requirements and satisfies specified objective planning standards. The bill would also require a local agency to ministerially consider, without discretionary review or a hearing, a tentative and final map for a townhome development project that meets specified requirements, including that the proposed subdivision complies with the requirements established by the bill for ministerial approval of a townhome development project, as described in the preceding sentence, and that the newly created parcels are no smaller than 600 square feet. (Based on 08/04/2026 text)

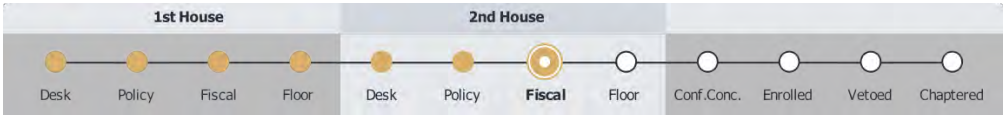
AB 1924 (Gabriel, D) Statewide homelessness prevention strategy.

Current Text: 06/15/2026 - Amended **HTML** **PDF**

Introduced: 02/12/2026 (Spot bill)

Last Amended: 06/15/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law establishes the California Interagency Council on Homelessness and requires the council to take various actions to prevent and end homelessness in California. Existing law establishes various programs to prevent homelessness or assist persons experiencing homelessness, including the No Place Like Home Program and the Homeless Housing, Assistance, and Prevention program. This bill would require the council, by July 1, 2027, to develop and publicly issue a statewide homelessness prevention strategy that includes specified elements, including a homelessness prevention action plan for certain state agencies and evidence-based model homeless prevention practices, as specified. (Based on 06/15/2026 text)

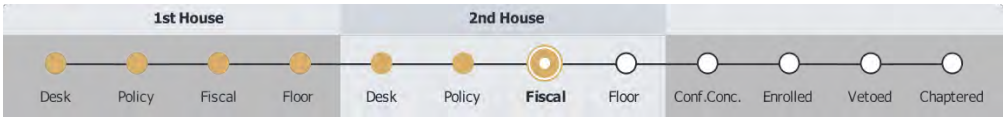
AB 1947 (Ta, R) Surplus land.

Current Text: 06/08/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Last Amended: 06/08/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

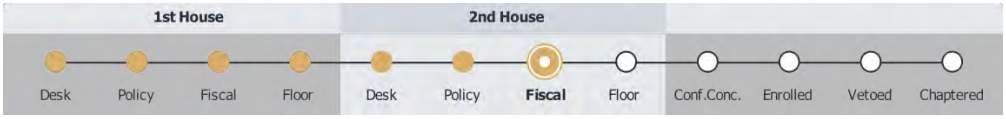
Summary: Existing law requires each state agency, each year, to make a review of all proprietary state lands, except, among other categories of land, land held for highway purposes, over which it has jurisdiction to determine what land is in excess of its foreseeable needs and report thereon to the Department of General Services, including, among other things, land that is not currently being utilized, or is currently being underutilized, by the state agency for any ongoing state program. This bill would remove the exception for land held for highway purposes and specifically require the Department of Transportation to submit the report described above. The bill would require the report to include the market value of the properties reviewed by the agency. (Based on 06/08/2026 text)

AB 2020 (Gabriel, D) Housing programs: financing.

Current Text: 02/17/2026 - Introduced **HTML** **PDF**

Introduced: 02/17/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Current law establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing, as specified, pursuant to which the department provides financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. This bill would permit the department to authorize the transfer of excess reserves or excess operating income, as defined, from one rental housing development to another rental housing development with the same owner, as specified. (Based on 02/17/2026 text)

AB 2128 (Haney, D) Housing authorities: term limits and work requirements.

Current Text: 04/07/2026 - Amended **HTML** **PDF**

Introduced: 02/18/2026

Last Amended: 04/07/2026

Status: 06/15/2026 - Read second time. Ordered to third reading.

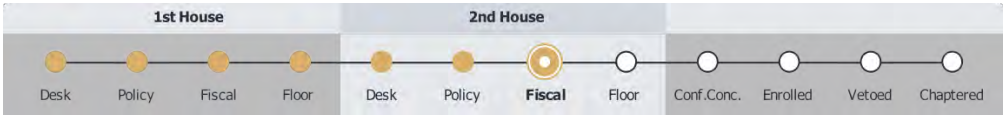
Location: 06/15/2026 - Senate THIRD READING

Summary: The Housing Authorities Law establishes a housing authority within each county and city and authorizes the authority to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. This bill would, unless required by federal law, and except as specified, prohibit a housing authority or other covered housing provider, as defined, from establishing or implementing any rules, policies, or procedures that impose term limits or work requirements, as defined, as a condition of eligibility for any covered housing or that impact the amount of the rent subsidy or assistance provided to covered housing tenants. The bill would, however, permit a covered housing provider to establish or implement a voluntary employment or job training program if specified conditions apply. (Based on 04/07/2026 text)

AB 2146 (Stefani, D) Supportive housing: prospective tenants: barriers to access.

Current Text: 06/22/2026 - Amended **HTML** **PDF**

Introduced: 02/18/2026
Last Amended: 06/22/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law establishes the Department of Housing and Community Development within the Business, Consumer Services, and Housing Agency and sets forth its powers and duties. Existing law, the Governor's Reorganization Plan No. 1 of 2025 (GRP), which became effective on July 5, 2025, transfers the Department of Housing and Community Development to the California Housing and Homelessness Agency, which the GRP also establishes, as of July 1, 2026. Existing law establishes a low-income housing tax credit program, through which the California Tax Credit Allocation Committee, chaired by the Treasurer, allocates low-income housing tax credits aimed at providing affordable low-income housing within and throughout the state. Existing law sets forth procedures and criteria under the program for housing credit applicants, who are owners, sponsors, or developers of qualifying low-income buildings or projects, as specified. This bill would establish the California Direct Access to Supportive Housing (DASH) designation, for the purpose of facilitating quick and accountable access to supportive housing units. The bill would, beginning July 1, 2027, require a sponsor of a housing unit that meets prescribed criteria to notify the Department of Housing and Community Development or the California Tax Credit Allocation Committee of the unit's eligibility for a DASH designation, as specified. The bill would, beginning July 1, 2027, and to the extent not prohibited by federal law, require the department or the committee to apply specified expedited compliance documentation standards for a prospective tenant referred to a DASH unit, as provided. (Based on 06/22/2026 text)

AB 2296 (Papan, D) Planning and zoning: housing element: regional housing needs allocation.

Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/29/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING

Summary: For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected need for housing, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Existing law authorizes at least 2 or more cities and a county, or counties, at least 28 months prior to the scheduled housing element revision, to form a subregional entity to allocate the subregion's existing and projected housing need among its members. If the council of governments does not receive a notification of this formation at least 28 months prior to the update, existing law requires the council of governments to implement specified requirements regarding the regional housing need process. Existing law requires the council of governments to determine the share of regional housing need assigned to each delegate subregion at least 25 months prior to the scheduled revision. This bill, except with respect to the 7th housing element cycle for councils of governments with a housing element revision due date during the calendar year 2027 or 2028, would extend the above-described timeline for cities and counties to form a subregional entity to allocate the subregion's housing need, as provided, from 28 months to 34 months, and the above-described timeline for the council of governments to determine the share of regional housing need assigned to each subregion from 25 months to 31 months. (Based on 06/29/2026 text)

AB 2418 (González, Mark, D) Local building permits: nonresidential private permitting review.

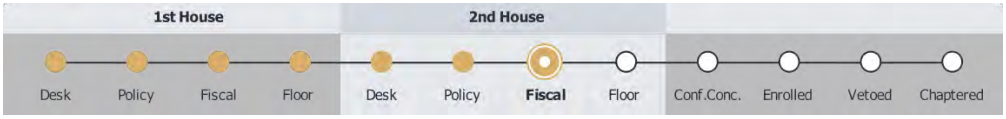
Current Text: 06/24/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026
Last Amended: 06/24/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: Existing law requires every city, county, or city and county, whether general law or chartered, that requires the issuance of a permit as a condition precedent to the construction, alteration, improvement, demolition, or repair of any building or structure, to require the execution of a permit application, as specified. Existing law permits a local agency, defined as a city, county, or city and county, to authorize its enforcement agency to contract with or employ a private entity or persons on a temporary basis to perform plan-checking functions for a nonresidential building, but that the local agency is not required to do so if it determines that no entities or persons are available or qualified to perform plan-checking services. Under existing law, when there is an excessive delay, as defined, in checking plans submitted as part of an application for specified nonresidential projects, a local agency is required to, upon request of the applicant, contract with or employ a private entity or persons on a temporary basis to perform the plan-checking function. Existing law defines “excessive delay” to mean, among other things, the local agency has taken more than 50 days to check plans and specifications, as provided. This bill would, until January 1, 2037, revise and recast the above-described provisions related to private plan checking. The bill would, upon receipt of a complete application for a nonresidential building permit, require the local agency to provide the applicant with an estimated timeframe in which it will determine if the completed application is compliant with permit standards. This bill would require the local agency to, upon an applicant’s request, contract with or employ a private plan-checking entity if the estimated timeframe would result in an excessive delay or if there is excessive delay by the local agency. (Based on 06/24/2026 text)

AB 2531 (Irwin, D) Public health: abortion services.

Current Text: 03/16/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 03/16/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the California Reproductive Health Equity Program within the Department of Health Care Access and Information for the purpose of ensuring abortion and contraception are affordable for and accessible to all patients, regardless of their ability to pay, and to provide financial support for safety net providers of these services to offset the costs of providing uncompensated care to patients with low incomes who would otherwise lack access to care. Existing law authorizes a Medi-Cal enrolled provider to apply for a grant, and a continuation award after the initial grant, if they agree to provide abortion and contraception services in accordance with specified requirements, including that the services are provided at no cost or a reduced cost to individuals with a household income at or below 400% of the federal poverty level who are uninsured or have health care coverage that does not include both abortion and contraception and are not otherwise eligible to receive both abortion and contraception care at no cost through the Medi-Cal and Family PACT programs. This bill would additionally authorize a Medi-Cal enrolled provider to apply for a grant or a continuation of a grant if they provide the above-described services to patients who are veterans, as defined, who are uninsured or have health care coverage that does not include both abortion and contraception and are not otherwise eligible to receive both abortion and contraception care at no cost through the Medi-Cal and Family PACT programs. (Based on 03/16/2026 text)

AB 2601 (Lee, D) Planning and zoning: housing development: streamlined approval and subdivisions.

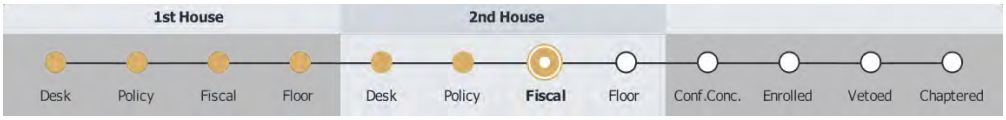
Current Text: 04/16/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026
Last Amended: 04/16/2026
Status: 08/03/2026 - Read second time. Ordered to third reading.

Location: 08/03/2026 - Senate THIRD READING
Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Existing law requires a local agency to consider ministerially a proposed housing development containing no more than 2 residential units within a single-family residential zone, without discretionary review or a hearing, if the proposed housing development meets specified requirements. Existing law requires a local agency to ministerially approve a parcel map for an urban lot split if the parcel meets specified requirements. This bill would require that an application for a proposed housing development containing no more than 2 residential units within a single-family residential zone, as described above, be eligible for concurrent processing with an application for a parcel map for an urban lot split, as provided. The bill would authorize a local agency to condition issuance of building permits, grading permits, or certificates of occupancy for a proposed housing development upon the applicant first obtaining approval and recording a parcel map for eligible parcels pursuant to the above-described urban lot split provisions. (Based on 04/16/2026 text)

AB 2626 (Gabriel, D) Housing programs: financing.

Current Text: 06/15/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026 (Spot bill)
Last Amended: 06/15/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the Department of Housing and Community Development and requires it to administer various programs intended to promote the development of housing, as specified, pursuant to which the department provides financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Existing law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. This bill would permit the department to waive payment of residual receipts or minimum annual loan payments used to cover the cost of project monitoring required under a department regulatory agreement, based on the assessment by the department's actual cost in combination with a project's ability to pay. (Based on 06/15/2026 text)

AB 2689 (Ávila Farías, D) Low-income housing tax credits: lease nonrenewal: good cause.

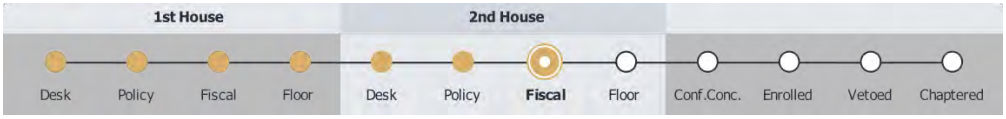
Current Text: 06/22/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/22/2026
Status: 07/02/2026 - Read second time. Ordered to third reading.

Location: 07/02/2026 - Senate THIRD READING

Summary: Existing law, in modified conformity with federal income tax laws, establishes a low-income housing tax credit program through which the California Tax Credit Allocation Committee allocates low-income housing tax credits aimed at providing affordable low-income housing within and throughout the state. Existing federal law sets limitations and guidelines regarding what projects are eligible for credits, including a requirement that an extended low-income housing commitment is in effect, and a prohibition against eviction except for good cause. This bill would specify, for housing projects where the low-income housing commitment requires 100% of the units, not including any manager's units, to be restricted to lower income households, as defined, that good cause for nonrenewal of a lease includes cases where the nonrenewal relates to a household whose income exceeds 140% of the area median income for at least 2 consecutive years and 30% of the household's monthly income exceeds the fair market rent, determined as specified. (Based on 06/22/2026 text)

AB 2748 (Quirk-Silva, D) Building standards: affordable housing developments: electric vehicle charging.

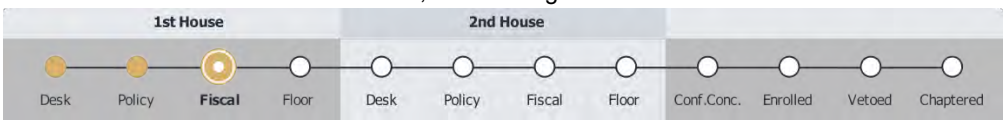
Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/02/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Existing law requires the building department of every city or county to enforce within its jurisdiction all the provisions published in the California Building Standards Code and the provisions of the State Housing Law, as provided. Existing law makes any violation of the State Housing Law a misdemeanor punishable by a fine not exceeding $1,000, by imprisonment not exceeding 6 months, or by both. Existing law requires the California Building Standards Commission and the Department of Housing and Community Development to research and develop, and authorizes those entities to propose for adoption by the commission, mandatory building standards for the installation of electric vehicle charging stations in existing multifamily dwellings, hotels, motels, and nonresidential developments, as provided. This bill would require a new or existing affordable housing development, as defined, for which a permit application is submitted between January 1, 2025, and December 31, 2028, to comply with either the requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2025 California Green Building Standards Code, as provided, or the applicable requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2024 supplement to the 2022 edition of the California Green Building Standards Code. The bill would repeal these provisions on January 1, 2030. (Based on 07/02/2026 text)

ACA 4 (Jackson, D) Homelessness and affordable housing.

Current Text: 05/05/2025 - Amended **HTML** **PDF**
Introduced: 01/24/2025
Last Amended: 05/05/2025
Status: 01/22/2026 - In committee: Set, first hearing. Held under submission.

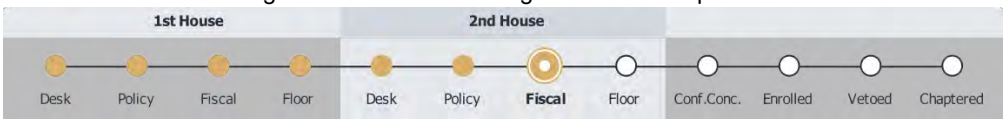


Location: 05/14/2025 - Assembly APPR. SUSPENSE FILE
Summary: The California Constitution authorizes the development, construction, or acquisition of developments composed of urban or rural dwellings, apartments, or other living accommodations for persons of low income financed in whole or in part by the federal government or a state public body, or to which the federal government or a state public body extends assistance, if a majority of the qualified electors of the city, town, or county in which the housing is proposed to be located approves the project by voting in favor thereof, as specified. This measure, the Housing Opportunities Made Equal (HOME) Act, would create an account in the General Fund into which, beginning in the 2027–28 fiscal year, and

each fiscal year thereafter until September 30, 2036, a sum would be transferred from the General Fund equal to or greater than 5% of the estimated amount of General Fund revenues for that fiscal year, as specified. The measure would require the moneys in the account to be appropriated by the Legislature to the Business, Consumer Services, and Housing Agency, and would authorize that agency to expend the moneys to fund prescribed matters related to homelessness and affordable housing, including housing and services to prevent and end homelessness. (Based on 05/05/2025 text)

SB 288 (Seyarto, R) Property taxation: change in ownership: family homes and farms.

Current Text: 06/01/2026 - Amended **HTML** **PDF**
Introduced: 02/06/2025
Last Amended: 06/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Pursuant to constitutional authorization, existing property tax law, on and after February 16, 2021, excludes from classification as a change in ownership the purchase or transfer of a family home or family farm, as those terms are defined, of the transferor in the case of a transfer between parents and their children, or between grandparents and their grandchildren if all the parents of those grandchildren are deceased, if the property continues as the family home or family farm of the transferee, as specified. For purposes of the transfer of a family home, that law requires the transfer to be of a principal residence of the transferor and to become the principal residence of the transferee within one year of the transfer. That law also requires the transferee to file for the homeowners' or disabled veterans' exemption within a year of the transfer, as described. This bill would provide that the one-year periods described above shall be deemed to end one year after the effective date of certain court orders resolving the disposition of the property if the eligible transferee files specified documents with the assessor, including a copy of a court order indicating that a probate matter prohibited the eligible transferee from establishing the property as their principal place of residence within the one-year period described above. By expanding the duties of local tax officials, the bill would impose a state-mandated local program. (Based on 06/01/2026 text)

SB 299 (Cabaldon, D) California Environmental Quality Act: exemption: day care center: zoning.

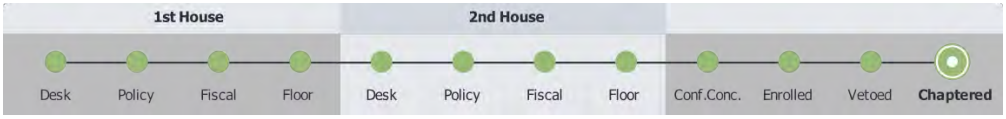
Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/10/2025
Last Amended: 06/29/2026
Status: 08/05/2026 - Coauthors revised. From committee: Do pass. (Ayes 15. Noes 0.) (August 5).

Location: 06/22/2026 - Assembly SECOND READING
Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing law exempts specified projects from CEQA, including a project that consists exclusively of a day care center, as defined, that is not located in a residential area. This bill would exempt from CEQA a project that consists exclusively of a day care center, as defined, that is located on a parcel of land zoned exclusively for residential use, except as provided. (Based on 06/29/2026 text)

SB 417 (Limón, D) The Veterans and Affordable Housing Bond Act of 2026.

Current Text: 06/25/2026 - Chaptered **HTML** **PDF**

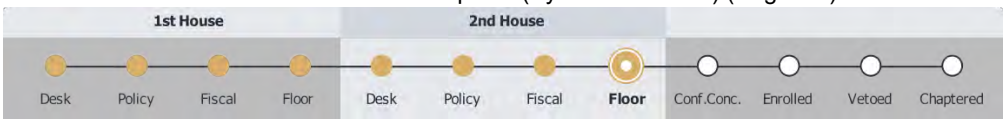
Introduced: 02/18/2025
Last Amended: 06/22/2026
Status: 06/25/2026 - Approved by the Governor. Chaptered by Secretary of State. Chapter 16, Statutes of 2026.



Location: 06/25/2026 - Senate CHAPTERED
Summary: Under existing law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership for very low and low-income households, and downpayment assistance for first-time home buyers. Existing law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. Existing law, the Veterans and Affordable Housing Bond Act of 2018, authorized, the issuance of bonds in the amount of $4,000,000,000 to finance various existing housing programs, as well as infill infrastructure financing and affordable housing matching grant programs, as well as financing for a specified program for farm, home, and mobilehome purchase assistance for veterans, pursuant to the State General Obligation Bond Law. This bill would enact the Veterans and Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of $11,250,000,000, pursuant to the State General Obligation Bond Law. Of the proceeds from the sale of these bonds, $10,000,000,000 would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program, and $1,250,000,000 would be used to provide additional funding for the above-described program for farm, home, and mobilehome purchase assistance for veterans, as provided. (Based on 06/25/2026 text)

SB 479 (Arreguín, D) Homeless adult and family multidisciplinary personnel teams.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2025 (Spot bill)
Last Amended: 07/02/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 15. Noes 0.) (August 5).



Location: 07/02/2026 - Assembly SECOND READING
Summary: Existing law authorizes a county to establish a homeless adult and family multidisciplinary personnel team with the goal of facilitating the expedited identification, assessment, and linkage of homeless individuals to housing and supportive services within that county, and to allow provider agencies and members of the personnel team to share confidential information for the purpose of coordinating housing and supportive services to ensure continuity of care. Existing law requires the sharing of confidential information to be governed by protocols developed in each county describing how and what information may be shared by the homeless adult and family multidisciplinary personnel team, and requires each county to provide a copy of its protocols to the State Department of Social Services. This bill would additionally authorize a city that is designated as a local health jurisdiction to similarly establish a homeless adult and family multidisciplinary personnel team, as specified. (Based on 07/02/2026 text)

SB 677 (Wiener, D) Housing financing: joint powers agreements: bond approvals:subdivisions: tentative and final maps: appeals.

Current Text: 07/07/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 07/07/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 14. Noes 1.) (August 5).

Location: 07/01/2026 - Assembly SECOND READING

Summary: The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law, for the purposes of that act, defines the term “public agency” to include various federal, state, local, and tribal entities. Existing law requires approval by the Department of General Services of certain joint powers agreements that include the state as a member, as provided. Existing law authorizes a joint powers authority to issue revenue bonds to pay the costs and expenses of acquiring, constructing, or conducting a program for, among other things, low-income housing projects owned or operated by a city, county, city and county, or housing authority. Existing law provides that the Treasurer and the Secretary of State are designated as elected representatives for federal tax purposes of a joint powers agency created to approve or certify the issuance of bonds, notes, or other evidence of indebtedness issued by or on behalf of the joint powers agency to the extent approval is required by federal tax law. This bill would, instead, provide that the Treasurer is designated as an applicable elected representative of a joint powers authority and may, at the discretion of the joint powers authority, approve the issuance of bonds, notes, or other evidence of indebtedness issued by or on behalf of the joint powers agency to the extent approval is required by federal tax law, as specified. (Based on 07/07/2026 text)

SB 866 (Blakespear, D) Planning and zoning: annual report: emergency shelter.

Current Text: 06/23/2026 - Amended **HTML** **PDF**

Introduced: 01/05/2026

Last Amended: 06/23/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: The Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to the Department of Housing and Community Development that includes, among other specified information, the agency’s progress in meeting its share of regional housing needs and the number of units approved and disapproved in the prior year. This bill, beginning with the first annual report submitted after the due date for the 7th cycle revision of the housing element, would require that annual report to additionally include specified information regarding the special housing needs of families and persons in need of emergency shelter. (Based on 06/23/2026 text)

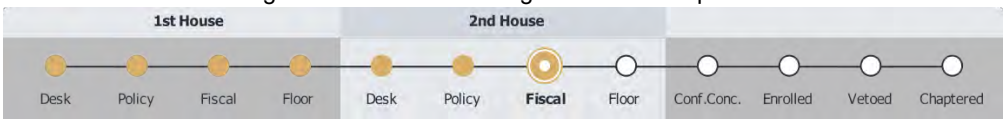
SB 996 (Padilla, D) Manufactured housing: classification as real property.

Current Text: 06/16/2026 - Amended **HTML** **PDF**

Introduced: 02/09/2026

Last Amended: 06/16/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



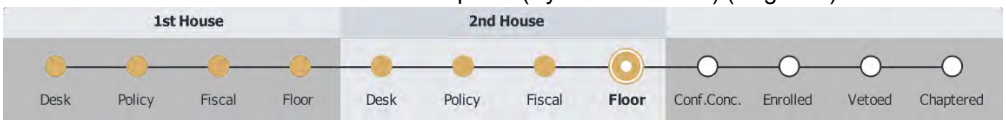
Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: The Mobilehome Parks Act requires the Department of Housing and Community Development to establish regulations for manufactured home, mobilehome, and commercial modular foundation systems. Existing law authorizes a manufactured home, mobilehome, or commercial modular to be installed on a foundation system as either a fixture or improvement to the real property if certain

conditions are met. In this regard, existing law requires, among other things, a manufactured home, mobilehome, or commercial modular owner or licensed contractor to obtain a building permit from the appropriate enforcement agency before installing the manufactured home, mobilehome, or commercial modular on a foundation system by, among other things, submitting written evidence acceptable to the enforcement agency that the manufactured home, mobilehome, or commercial modular owner owns, holds title to, or is purchasing the real property where the mobilehome is to be installed on a foundation system. Existing law specifies that a lease held by the owner, that is transferable, for the exclusive use of the real property where the manufactured home, mobilehome, or commercial modular is to be installed, is deemed to comply with that requirement if the lease is for a term of 35 years or more, or if fewer than 35 years, for a term mutually agreed upon by the lessor and lessee, and the term of the lease is not revocable at the discretion of the lessor except for cause, as specified. This bill would specify that the authorization to install a manufactured home, mobilehome, or commercial modular as either a fixture or improvement to the real property applies to permanent foundation systems. (Based on 06/16/2026 text)

SB 1014 (Grayson, D) Development projects: preliminary estimate of required improvements: onsite and offsite improvements.

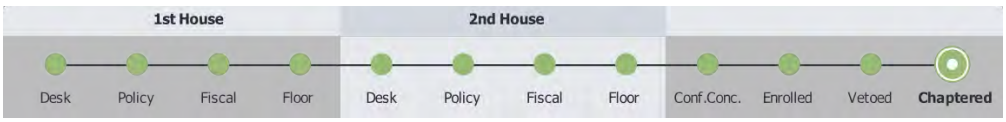
Current Text: 06/03/2026 - Amended **HTML** **PDF**
Introduced: 02/10/2026
Last Amended: 06/03/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 14. Noes 0.) (August 5).



Location: 06/24/2026 - Assembly SECOND READING
Summary: The Permit Streamlining Act sets forth various procedures for the review and approval of development project applications, including, among other things, requiring each public agency to compile one or more lists that specify in detail the information that will be required from any applicant for a development project. The act also requires a city, county, or city and county to deem an applicant for a housing development project to have submitted a preliminary application upon providing specified information about the proposed project to the city, county, or city and county from which approval for the project is being sought. This bill would permit an applicant who submits a preliminary application for a housing development project, as specified, or an application if a preliminary application is not submitted, to include in the preliminary application or application a request for a preliminary estimate of required improvements, as provided. The bill would require a city, county, or city and county that receives a request under these provisions to provide the preliminary estimate within 30 business days of the submission of the request, as provided. The bill would authorize, for improvements required by a public agency, as specified, the applicant to request, within 30 days of submission, a list of the types of improvements that may be required, as provided. The bill, within 30 business days of deeming an application for a postentitlement phase permit complete, would additionally require the city, county, or city and county to provide the applicant with an itemized list of all onsite and offsite improvements that will be required prior to issuance of, or otherwise in connection with, that permit, as provided. (Based on 06/03/2026 text)

SB 1036 (Grayson, D) Mitigation Fee Act.

Current Text: 06/30/2026 - Chaptered **HTML** **PDF**
Introduced: 02/11/2026
Last Amended: 04/16/2026
Status: 06/30/2026 - Approved by the Governor. Chaptered by Secretary of State. Chapter 54, Statutes of 2026.

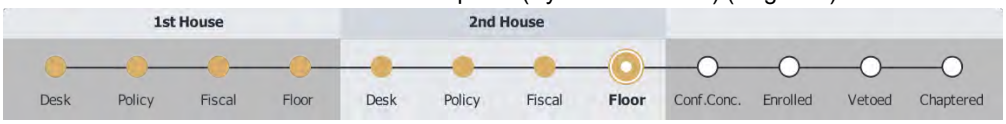


Location: 06/30/2026 - Senate CHAPTERED

Summary: The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project, including requiring the local agency to identify the use to which the fee is to be put and determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would require the amount of a fee that is imposed on a development project that demolishes or changes an existing use to be offset to account for the demolition or change so that the amount of the fee is attributable only to the development project's incremental impact on public facilities or services, as provided. (Based on 06/30/2026 text)

SB 1085 (Durazo, D) Water supply planning: housing developments.

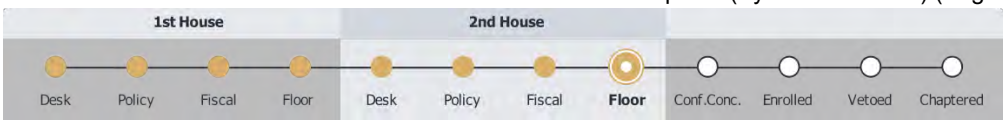
Current Text: 06/17/2026 - Amended **HTML** **PDF**
Introduced: 02/13/2026
Last Amended: 06/17/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 15. Noes 0.) (August 5).



Location: 07/02/2026 - Assembly SECOND READING
Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to be responsible for determining whether a project is exempt from CEQA and whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required. Existing law requires a city or county that determines a certain type of project is subject to the requirements of CEQA to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment, as provided. This bill, among other things, would instead require a city or county, upon receipt of a preliminary application for a housing development project that meets certain conditions, or upon a development application for certain projects being determined as complete or deemed complete, to make that identification of public water systems. The bill would require a city or county, within 15 days of receiving an application that meets either of the above-mentioned criteria, to request each identified public water system to determine whether the projected water demand associated with the proposed project was included in the most recently adopted urban water management plan. (Based on 06/17/2026 text)

SB 1117 (Cervantes, D) Accessory dwelling units and junior accessory dwelling units.

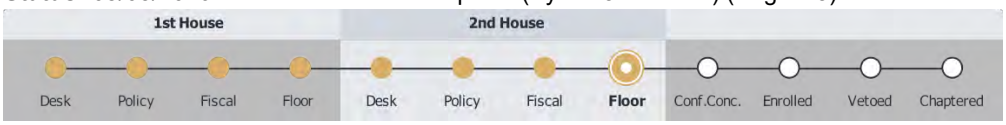
Current Text: 07/08/2026 - Amended **HTML** **PDF**
Introduced: 02/17/2026
Last Amended: 07/08/2026
Status: 08/05/2026 - Coauthors revised. From committee: Do pass. (Ayes 13. Noes 0.) (August 5).



Location: 07/01/2026 - Assembly SECOND READING
Summary: The Planning and Zoning Law provides for the creation by ordinance, or by ministerial approval if the local agency has not adopted an ordinance, of an accessory dwelling unit (ADU) in accordance with specified standards and conditions. Existing law requires fees charged for the construction of ADUs to be determined in accordance with specified provisions of the Mitigation Fee Act. Existing law prohibits a local agency, special district, or water corporation from imposing any impact fee upon the development of an ADU that has 750 square feet of interior livable space or less, and requires any impact fees charged for an ADU that has more than 750 square feet of interior livable space to be charged proportionately in relation to the square footage of the primary dwelling unit. This bill would require the charge for certain accessory dwelling units to be based only on the area in excess of 750 square feet of interior livable space. By changing the duties of local agencies with regard to calculating fees for ADUs, the bill would impose a state-mandated local program. (Based on 07/08/2026 text)

SB 1196 (McNerney, D) Small energization projects: electrical service connections.

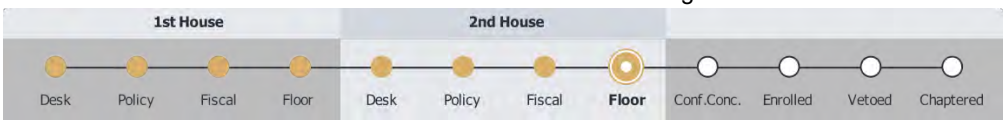
Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/29/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 13. Noes 2.) (August 5).



Location: 06/24/2026 - Assembly SECOND READING
Summary: The Powering Up Californians Act requires the Public Utilities Commission to determine the criteria for timely service for electrical customers to be energized, including, among other things, categories of timely electric service through energization, as specified. The act requires the commission to establish reasonable average and maximum target energization time periods to ensure that work is completed in a manner that minimizes delay in meeting the date requested by an electrical customer to the greatest extent possible. This bill would require the commission, by September 30, 2027, in a new or existing proceeding, to establish timelines for electrical corporations to respond to and process requests to energize small energization projects, as provided. (Based on 06/29/2026 text)

SB 1383 (Arreguín, D) Housing development: density bonus: incentives or concessions: labor standards.

Current Text: 03/23/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 03/23/2026
Status: 08/03/2026 - Read second time. Ordered to third reading.



Location: 08/03/2026 - Assembly THIRD READING
Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus, waivers or reductions of development standards, parking ratios, and other incentives or concessions, as specified, if the developer agrees to construct certain types of housing, including, among other types of housing, housing that will include specified percentages of units for rental or sale to lower income households or very low income households, as specified. Existing law requires a city or county to grant incentives or concessions requested by an applicant for a density bonus except under prescribed circumstances. Existing law defines “incentives or concessions” to include, among other things, a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards, as specified, and regulatory incentives or concessions proposed by the developer or the city or county that result in identifiable and actual cost reductions to provide for affordable housing costs, as specified. This bill would exclude a reduction in site development standards, a modification of zoning code or architectural design requirements, and other regulatory incentives or concessions that include or relate to a labor standard, as defined, from the definition of “incentives or concessions.” (Based on 03/23/2026 text)

SCR 131 (Blakespear, D) Housing: unsheltered homelessness.

Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/29/2026
Status: 06/29/2026 - Read second time and amended. Ordered to third reading.

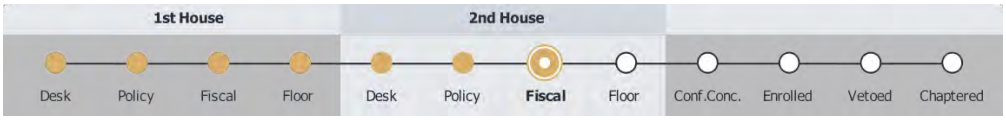
Location: 06/29/2026 - Assembly THIRD READING

Summary: Would urge the Governor, relevant state agencies, and all local governments to adopt an urgent and coordinated approach to end and prevent unsheltered homelessness statewide, as specified. (Based on 06/29/2026 text)

Human Resources and Public Sector Employment LAP

AB 1198 (Haney, D) Public works: prevailing wages.

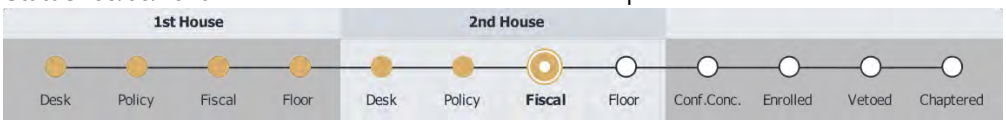
Current Text: 01/22/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 01/22/2026
Status: 06/22/2026 - In committee: Referred to APPR. suspense file.



Location: 06/22/2026 - Senate APPR. SUSPENSE FILE
Summary: Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law requires the body awarding a contract for a public work to obtain from the director the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is to be performed, and the general prevailing rate of per diem wages for holiday and overtime work, for each craft, classification, or type of worker needed to execute the contract. Under current law, if the director determines during any quarterly period that there has been a change in any prevailing rate of per diem wages in a locality, the director is required to make that change available to the awarding body and their determination is final. Under current law, that determination does not apply to public works contracts for which the notice to bidders has been published. This bill would instead state, commencing July 1, 2027, that if the director determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works contract that is awarded or for which notice to bidders is published after July 1, 2027. The bill would authorize any contractor, awarding body, or specified representative affected by a change in rates on a particular contract to, within 20 days, file with the director a verified petition to review the determination of that rate, as specified. The bill would require the director to, upon notice to the interested parties, initiate an investigation or hold a hearing, and, within 20 days after the filing of that petition, except as specified, make a final determination and transmit the determination in writing to the awarding body and to the interested parties. (Based on 01/22/2026 text)

AB 1383 (McKinnor, D) Public employees' retirement benefits.

Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 07/01/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

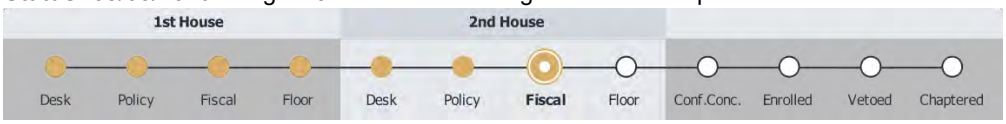


Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The Public Employees' Retirement Law (PERL) establishes the Public Employees' Retirement System (PERS) to provide a defined benefit to members of the system based on final compensation, credited service, and age at retirement, subject to certain variations. Existing law creates the Public Employees' Retirement Fund, which is continuously appropriated for purposes of PERS, including depositing employer and employee contributions. Under the California Constitution, assets of a public pension or retirement system are trust funds. The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting

it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits. Existing law, the Teachers' Retirement Law, establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations. This bill, for service performed on and after January 1, 2027, would prohibit the pensionable compensation for calendar year 2027 used to calculate the defined benefit paid to a new member of a retirement system subject to PEPRA who retires from the system from exceeding specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. (Based on 07/01/2026 text)

SB 342 (Umberg, D) Contractors: unlicensed work.

Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/12/2025 (Spot bill)
Last Amended: 07/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Contractors State License Law establishes the Contractors State License Board in the Department of Consumer Affairs to license and regulate contractors. Existing law prohibits a person engaging in the business or acting in the capacity of a contractor from recovering compensation for work performed that requires a contractor's license unless the person was a duly licensed contractor at all times during the performance of the act or contract, except as specified. This bill would further exempt an action for compensation arising from a contract for a public work of improvement, as specified. (Based on 07/01/2026 text)

SB 1159 (Cabaldon, D) Artificial intelligence: transparency and governance.

Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Last Amended: 06/25/2026
Status: 07/02/2026 - Read second time. Ordered to third reading.

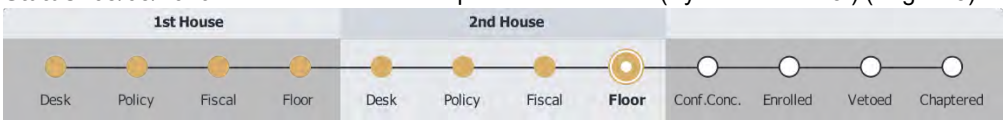
Location: 07/02/2026 - Assembly THIRD READING
Summary: The California Constitution provides that people have the right of access to information concerning the conduct of the people's business. Various provisions of existing law, including the California Public Records Act, the Legislative Open Records Act, the Bagley-Keene Open Meeting Act, and the Ralph M. Brown Act, provide, with some exceptions, for public access to government records and meetings of government bodies. Among those acts, the California Public Records Act defines "person" to include any natural person, corporation, partnership, limited liability company, firm, or association. This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Legislative Open Records Act, the Administrative Procedure Act, the California Coastal Act of 1976, and CEQA, "person," "interested person," "participant," "member of the public," as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, or robots, whether physical or digital. (Based on 06/25/2026 text)

SB 1371 (Durazo, D) Solid waste handling services: labor dispute.

Current Text: 04/13/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026

Last Amended: 04/13/2026

Status: 08/05/2026 - From committee: Do pass as amended. (Ayes 11. Noes 3.) (August 5).



Location: 06/16/2026 - Assembly SECOND READING

Summary: Existing law contains various provisions relating to franchise agreements between a local jurisdiction and a service provider for the provision of services such as utilities, waste hauling, and cable television. This bill would prohibit any franchise contracts, licenses, or permits for solid waste handling services, as defined, entered into or substantially amended, as defined, by a local agency on or after January 1, 2027, from including a force majeure provision that excuses or suspends the service provider's obligation to perform under the franchise contract, license, or permit in the event of a work stoppage arising out of or in connection with a labor dispute, as defined. (Based on 04/13/2026 text)

Public Safety LAP

AB 1632 (Johnson, R) Trespass.

Current Text: 06/10/2026 - Amended **HTML** **PDF**

Introduced: 01/26/2026

Last Amended: 06/10/2026

Status: 06/23/2026 - Read second time. Ordered to third reading.

Location: 06/23/2026 - Senate THIRD READING

Summary: Existing law makes it a misdemeanor to commit the crime of trespass, which includes refusing or failing to leave land, real property, or structures belonging to, or lawfully occupied by, another and not open to the general public upon being requested to leave by a peace officer at the request of the owner, the owner's agent, or the person in lawful possession and upon being informed by the peace officer that they are acting at the request of the owner, the owner's agent, or the person in lawful possession. Existing law requires the owner, the owner's agent, or the person in lawful possession to make a separate request to the peace officer on each occasion when the peace officer's assistance in dealing with a trespass is requested, except that a single request for peace officer assistance may be made for a period not to exceed 12 months when there is a fire hazard to the premises or property, the owner is absent from the premises or property, or the premises or property is closed to the public and posted as being closed. Existing law authorizes a single request for assistance to be made and submitted electronically, in a notarized form provided by the law enforcement agency, to a peace officer, and authorizes local governments to accept electronic submissions of requests for peace officer assistance. This bill would remove the requirement that the submitted form described above be notarized, and would instead require the request to include a written declaration, signed under penalty of perjury, that the requestor is the owner of the property and has legal authority to request the assistance, that the information provided in the request is true and correct, that the requestor acknowledges that law enforcement may rely on the declaration in taking enforcement action, and that the requestor is required to notify law enforcement if they no longer have legal authority over the property or if the request is withdrawn. (Based on 06/10/2026 text)

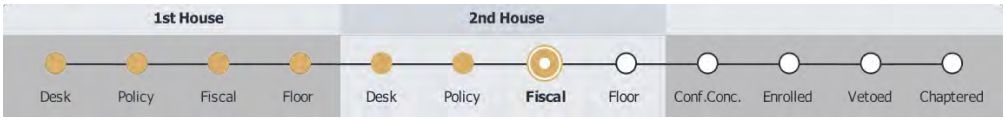
AB 1941 (González, Mark, D) Organized metal theft.

Current Text: 06/04/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Last Amended: 06/04/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law makes a person who is a dealer in or collector of junk, metals, or secondhand materials, or their agent, employee, or representative, who buys or receives any wire, cable, copper, lead, solder, mercury, iron, or brass that the person knows or reasonably should know is used by or belongs to specified entities, including a railroad, certain utility companies, or a public entity engaged in furnishing public utility service, without using due diligence to ascertain that the person selling or delivering that material has a legal right to do so, guilty of criminally receiving that property and, in addition to imprisonment, makes that act punishable by a fine of not more than $5,000. This bill would prohibit organized metal theft, described as acting in concert with one or more persons to steal metal materials from one or more of specified materials and items with the intent to sell, exchange, or return those metal materials for value, acting in concert with 2 or more persons to receive, purchase, or possess those metal materials knowing or believing it to have been stolen, acting as an agent of another to steal those metal materials as part of an organized plan to commit theft, or recruiting, coordinating, organizing, supervising, directing, managing, or financing another to undertake acts of theft of metal. The bill would make a violation of organized metal theft punishable as either a misdemeanor or a felony. (Based on 06/04/2026 text)

AB 2310 (Carrillo, D) Illegal dumping.

Current Text: 06/25/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Last Amended: 06/25/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

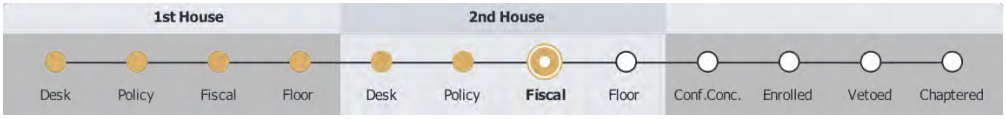
Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law makes it unlawful to dump waste matter in certain locations, such as upon a public or private highway or road, upon private property without the consent of the owner, or in or upon a public park or other public property, as specified. Existing law also makes it unlawful to place, deposit, or dump rocks, concrete, asphalt, or dirt in certain locations, as specified. A person violating these provisions is guilty of an infraction, as specified. Existing law makes a violation of these provisions in commercial quantities, as defined, a misdemeanor punishable by imprisonment in a county jail and by a fine, as specified. Under existing law, a private owner is not restricted in the use of their own private property, unless the placing, depositing, or dumping of the waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard, as determined by a local health or fire department or the Department of Forestry and Fire Protection. This bill would make it a crime to transport waste matter, rocks, concrete, asphalt, dirt, or other construction debris for the purpose of placing, depositing, or dumping it in the locations described above. The bill would increase the maximum fine to $5000 for violating these provisions a 4th or subsequent time. The bill would also make it unlawful to transport for the purpose of placing, depositing, or dumping waste matter, rocks, concrete, asphalt, dirt or other construction debris in commercial quantities, as defined, in the locations described above. The bill would specify that the fact that a person is operating a vehicle with actual or apparent rocks, concrete, asphalt, dirt, or other construction debris in their vehicle does not in itself constitute reasonable suspicion to stop or detain the person, or probable cause to arrest the person. For a person who violates these provisions in commercial quantities in excess of 25 cubic yards, the bill would make that violation a misdemeanor punishable in a county jail for not more than one year and by a fine, as specified. For commercial quantities in excess of 50 cubic yards, the bill would make a violation punishable as a misdemeanor or a felony, as specified. By expanding the application of a crime and creating new crimes, this bill would impose a state-mandated local program. (Based on 06/25/2026 text)

AB 2318 (Elhawary, D) Law enforcement: facilitating medical care.

Current Text: 06/25/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026
Last Amended: 06/25/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law generally provides for the regulation of law enforcement agencies and requires specified law enforcement agencies to maintain policies on, among other things, use of force, hate crimes, and gun violence restraining orders. Existing law requires the Commission on Peace Officer Standards and Training to establish and keep updated a field training officer course relating to competencies of the field training program and police training program that addresses how to interact with persons with certain conditions. This bill would make it unlawful for a law enforcement officer to deny, delay, obstruct, or fail to facilitate access to medical evaluation or treatment for an individual under law enforcement control, but who is not in the custody of, or detained in, a county jail or the state prison, if it is safe and reasonable to provide access to treatment and a medical professional has been requested or is present and is willing to render care to the individual. If access to medical evaluation or treatment is denied or delayed when a medical professional is present and is willing to assist, the bill would require law enforcement to document the basis of the denial within 72 hours of the incident, as specified. (Based on 06/25/2026 text)

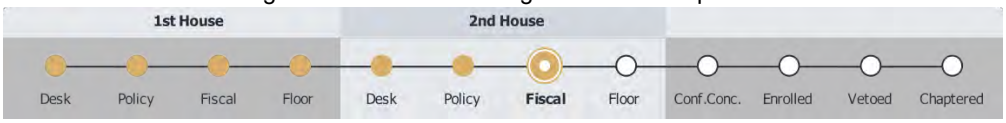
AB 2346 (Wilson, D) Vehicles: electric bicycles and speed limits.

Current Text: 06/18/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/18/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: Existing law defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and classifies electric bicycles into 3 classes with different restrictions for various purposes. This bill would require all class 2 electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with a speedometer. The bill would also require all electric bicycles manufactured, sold, or offered for sale on or after January 1, 2029, to be equipped with an integrated or detachable front lamp and a rear lamp, as specified. The bill would also require sellers and distributors of electric bicycles to disclose specified information at or before the point of sale. (Based on 06/18/2026 text)

SB 28 (Umberg, D) Community Assistance, Recovery, and Empowerment (CARE) court program.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 12/02/2024
Last Amended: 07/02/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

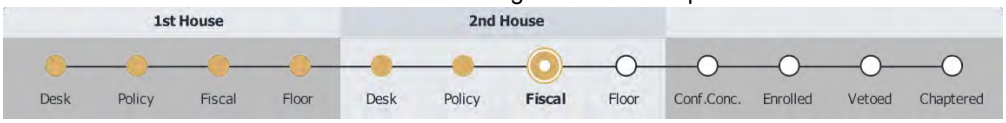


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Community Assistance, Recovery, and Empowerment (CARE) Act authorizes specified persons, including a person with whom the respondent resides, family members, and first responders, among others, to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan and implement services, to be provided by county behavioral health agencies, to provide behavioral health care, including stabilization medication, housing, and other enumerated services, to adults who are

currently experiencing a severe mental illness and have a diagnosis identified in the disorder class schizophrenia and other psychotic disorders, and who meet other specified criteria. The Lanterman-Petris-Short Act authorizes a conservator of the person, of the estate, or of the person and the estate to be appointed for a person who is gravely disabled as a result of a mental health disorder or impairment by chronic alcoholism. Existing law requires the officer providing the conservatorship investigation, which may include a public guardian or a county mental health program, to investigate all available alternatives to conservatorship and to recommend conservatorship to the court only if no suitable alternatives are available. Existing law requires a conservatorship under these provisions to terminate after one year and specifies procedures if the conservator determines conservatorship is still required. This bill would authorize a conservator to, upon the termination of a conservatorship, request the court refer the conservatee to CARE court, as specified. (Based on 07/02/2026 text)

SB 691 (Wahab, D) Body-worn cameras: policies.

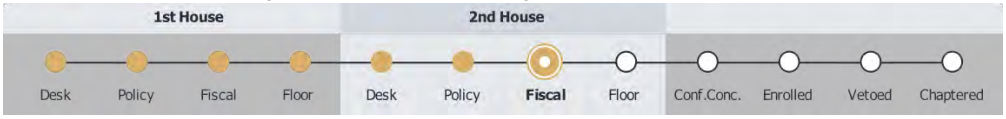
Current Text: 05/26/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 05/26/2026
Status: 06/24/2026 - June 24 set for first hearing. Placed on suspense file.



Location: 06/24/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires law enforcement agencies, departments, or entities to consider specified best practices regarding the downloading and storage of body-worn camera data, such as specifically stating the length of time that recorded data is to be stored, when establishing policies and procedures for the implementation and operation of a body-worn camera system, as specified. This bill would require, on or before July 1, 2027, each law enforcement agency that has a body-worn camera policy to update that policy to include a procedure for emergency service personnel to request the redaction of evidentiary and nonevidentiary recordings of a patient undergoing medical or psychological evaluation, procedure, or treatment by emergency service personnel, and to maintain an unredacted copy of the recording consistent with the policies and procedures of the agency. (Based on 05/26/2026 text)

SB 758 (Umberg, D) Public health: nitrous oxide.

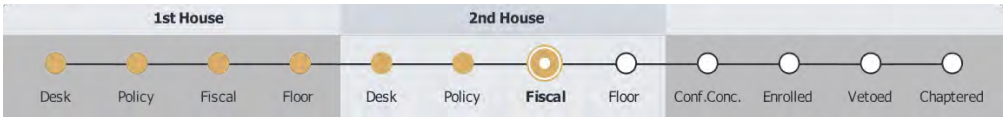
Current Text: 06/24/2026 - Amended **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 06/24/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Cigarette and Tobacco Products Licensing Act of 2003 requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. This bill would expand those provisions to prohibit a retailer from selling nitrous oxide in any retail location, subject to certain exceptions. The bill would authorize a city or county or city and county to adopt an ordinance imposing greater restrictions on the retail sale of nitrous oxide provided the ordinance does not restrict legitimate uses, as specified. (Based on 06/24/2026 text)

SB 936 (Blakespear, D) Nitrous oxide: sales.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 01/29/2026
Last Amended: 07/02/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law makes it a misdemeanor to possess nitrous oxide with the intent of inhaling it for specified purposes, including to cause intoxication. Existing law also makes it a misdemeanor to sell nitrous oxide to any person under 18 years of age. Existing law makes it a misdemeanor to dispense nitrous oxide to a person and knowing that the person will use it for specified prohibited purposes, if that person then causes death or great bodily injury to themselves or another person. Existing law, the Cigarette and Tobacco Products Licensing Act of 2003, requires a retailer, as defined, to hold a license from the California Department of Tax and Fee Administration to engage in the sale of cigarettes or tobacco products. This bill would, except as specifically exempted, prohibit the sale and distribution of a nitrous oxide container that is capable of holding more than 8 grams of nitrous oxide or from which an individual may directly inhale nitrous oxide. The bill would also prohibit the sale and distribution of a nitrous oxide that has, or is marketed as having, the taste or smell of any food. The bill would prohibit knowingly selling or distributing a device that allows an individual to inhale nitrous oxide from the container or hold nitrous oxide for the purposes of inhalation. The bill would punish a violation of these provisions as an infraction, as specified. (Based on 07/02/2026 text)

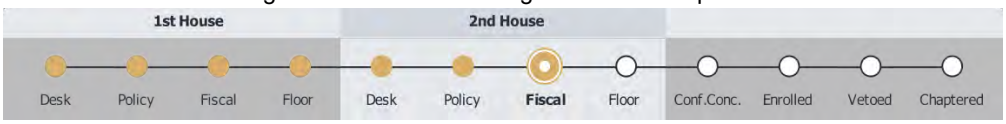
SB 1013 (Cervantes, D) Automated license plate recognition systems.

Current Text: 06/15/2026 - Amended **HTML** **PDF**

Introduced: 02/10/2026 (Spot bill)

Last Amended: 06/15/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law prohibits a public agency, which includes the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Existing law defines ALPR information as information or data collected through the use of an ALPR system. This bill would provide that “public agency” does not include a transportation agency, a public transit operator, or a local department of transportation or public works department, as specified. The bill would, beginning January 1, 2027, require new, updated, expansions of, or addendums of contractual agreements with ALPR vendors, manufacturers, or suppliers to mandate that no default access is provided to any national ALPR database and that an agency’s collected scans are by default not accessible to any other agency, and would impose new requirements on sharing between California state law enforcement agencies. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense or locating an individual who has been reported as missing to a law enforcement agency. (Based on 06/15/2026 text)

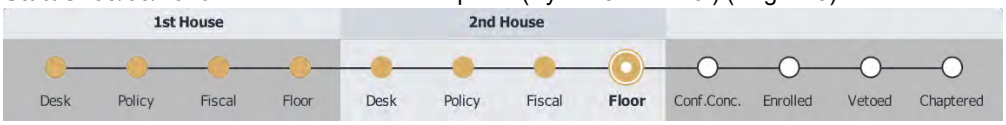
SB 1218 (Arreguín, D) Vehicle immobilization: illegal dumping violation penalties.

Current Text: 07/01/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Last Amended: 07/01/2026

Status: 08/05/2026 - From committee: Do pass. (Ayes 15. Noes 0.) (August 5).

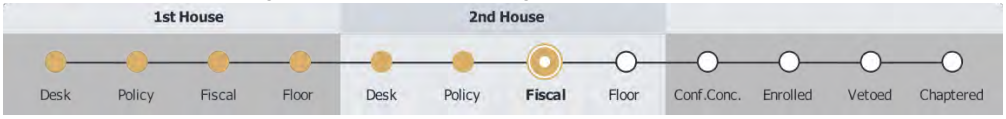


Location: 06/29/2026 - Assembly SECOND READING

Summary: Existing law authorizes a peace officer, as defined, or a regularly employed and salaried employee who is engaged in directing traffic or enforcing parking laws and regulations, as specified, to immobilize a vehicle with a device made for that purpose, if the vehicle is found upon a highway or public lands within the officer or employee's jurisdiction, and the vehicle has been issued 5 or more notices of parking violations that are delinquent because the owner or person in control of the vehicle has not responded within the prescribed time period, or the registered owner has been issued 5 or more notices for failure to pay or failure to appear in court for traffic violations, as specified. Existing law allows a vehicle to be immobilized until the owner or person in control of the vehicle presents the immobilizing law enforcement agency with specified information, including evidence that all outstanding parking penalties have been paid. Existing law makes it unlawful and punishable as an infraction for a person to dump or cause to be dumped waste matter upon a public or private highway or road, upon private property without the consent of the owner, or in or upon a public park or other public property, as specified. Existing law also makes it unlawful and punishable as a misdemeanor for a person to place, deposit, or dump, or cause to be placed, deposited, or dumped, waste matter in commercial quantities, as specified. (Based on 07/01/2026 text)

SB 1230 (Valladares, R) Solid waste: illegal dumping: penalties: resources.

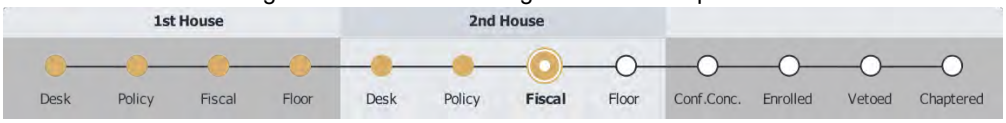
Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/25/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law prohibits the dumping of waste matter upon a road or highway or in other locations, as specified. A violation of this prohibition, generally, is an infraction punishable by specified fines that escalate for subsequent convictions. Under existing law, the dumping of commercial quantities of waste, as defined, is punishable as a misdemeanor and also includes escalating fines. Under existing law, each day that waste is placed, deposited, or dumped in violation of these provisions is a separate violation. This bill would repeal that latter provision making each day a separate violation. The bill would increase the fine for the dumping of commercial quantities of waste from not less than $3,000 nor more than $6,000 to not less than $4,500 nor more than $8,000 for the 2nd conviction and from not less than $6,000 nor more than $10,000 to not less than $8,000 nor more than $10,000 for the 3rd and any subsequent convictions. (Based on 06/25/2026 text)

SB 1257 (Arreguín, D) Federal immigration enforcement: report.

Current Text: 06/24/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 06/24/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

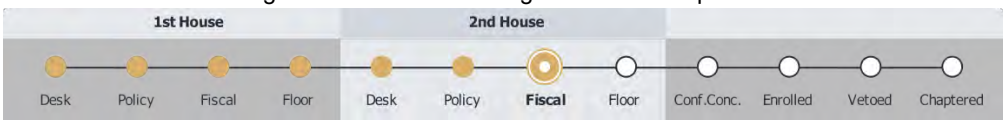


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The California Values Act requires the Attorney General, by October 1, 2018, in consultation with the appropriate stakeholders, to publish model policies limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law at public schools, public libraries, health facilities operated by the state or a political subdivision of the state, courthouses, Division of Labor Standards Enforcement facilities, the Agricultural Labor Relations Board, the Division of Workers' Compensation, and shelters and ensure that they remain safe and accessible to all California residents, regardless of immigration status. The act requires all public schools, health facilities operated by the state or a political subdivision of the state, and courthouses to implement the model policy or an equivalent policy. This bill would require the Attorney General, on or before October 30, 2027, and

annually thereafter, to submit to the Legislature and the Governor, and post on its internet website, a report that includes, among other things, a summary of all immigration enforcement incidents and activities occurring on or after September 1, 2025, conducted by a person at a designated location that have been reported by the designated location or a person who witnessed the activity to the Attorney General, as specified. The bill would authorize the Attorney General to request representatives of a designated location to furnish any reported immigration enforcement incidents and activities as part of compiling its annual report and would authorize the Attorney General to issue civil penalties or conduct other enforcement activity to ensure compliance with these provisions. (Based on 06/24/2026 text)

SB 1314 (Menjivar, D) Cigarette or tobacco product retailers: new retail locations and sale of nitrous oxide.

Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Stop Tobacco Access to Kids Enforcement (STAKE) Act requires the State Department of Public Health to establish and develop a program to reduce the availability of tobacco products to persons under 21 years of age through specified enforcement activities. In addition to the primary enforcement responsibility assumed by the department, existing law authorizes other state and local governmental agencies to conduct inspections and assess penalties for violations of the act, as specified, and encourages state and local enforcement agencies to share the results of inspections and coordinate with the department when enforcing the act. In this regard, existing law authorizes an enforcing agency to assess specified civil penalties against any person, firm, or corporation that sells, gives, or in any way furnishes to another person who is under 21 years of age any tobacco, cigarettes, or cigarette papers. Existing law, upon the assessment of a civil penalty for the 3rd, 4th, or 5th violation, requires the department to notify the California Department of Tax and Fee Administration (CDTFA), and requires the CDTFA to assess civil penalties and suspend or revoke a license issued under the Cigarette and Tobacco Products Licensing Act of 2003. This bill, effective July 1, 2027, would prohibit a new retail location for a retailer of cigarettes or tobacco products from being located within a 600-foot radius of a school or a daycare center unless the local jurisdiction specifies a radius greater than 600 feet. The bill would also prohibit a retailer of cigarettes or tobacco products from possessing, storing, owning, or selling nitrous oxide or paraphernalia relating to the consumption of nitrous oxide. (Based on 07/01/2026 text)

Regional Issues and Collaboration LAP

AB 1821 (Pacheco, D) California Public Records Act: agency response time.

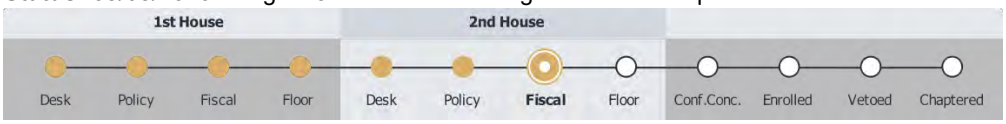
Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/11/2026
Last Amended: 06/25/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: The California Public Records Act requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law. Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to

promptly notify the person of the determination and the reasons therefor. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined. This bill would instead require each agency to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person as described above within 10 business days of a request for a copy of records. (Based on 06/25/2026 text)

SB 239 (Arreguín, D) Crimes: criminal threats.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 01/30/2025
Last Amended: 07/02/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

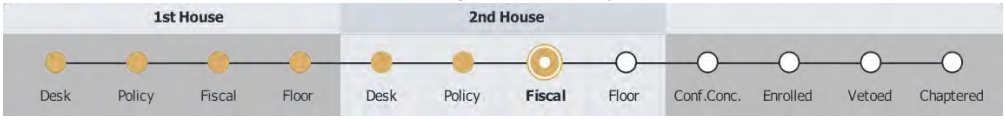


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law makes it a crime to willfully threaten to commit a crime that will result in death or great bodily injury to another person, as specified. Under existing law, this crime is punishable as a misdemeanor or by imprisonment in state prison as a felony. Existing law, for the purposes of sentencing for a felony violation of these provisions, authorizes the court to consider, as a factor in aggravation, that the defendant willfully threatened to commit a crime that would result in the death or great bodily injury of a state constitutional officer, a Member of the Legislature, or a judge or court commissioner, as specified. This bill would additionally authorize the court to consider, as a factor in aggravation, that the defendant willfully threatened to commit a crime that would result in the death or great bodily injury of an elections official of a city, county, city and county, or public district, or an elected local agency official, as specified. (Based on 07/02/2026 text)

Sustainability and Environmental Protection LAP

AB 1704 (González, Mark, D) Greenhouse gases: embodied carbon building materials.

Current Text: 06/23/2026 - Amended **HTML** **PDF**
Introduced: 02/04/2026
Last Amended: 06/23/2026
Status: 07/29/2026 - In committee: Hearing postponed by committee.



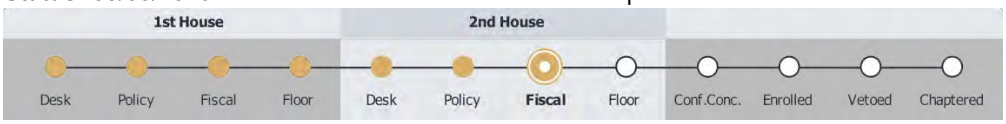
Location: 06/17/2026 - Senate Appropriations
Summary: Existing law requires, by December 31, 2026, the State Air Resources Board, in consultation with relevant stakeholders, as provided, to develop a framework for measuring the average carbon intensity of the materials used in the construction of new buildings, including those for residential uses. Existing law requires, by December 31, 2028, the state board to develop a comprehensive strategy for the state's building sector to achieve a 40% net reduction in greenhouse gas emissions of building materials, as specified, as soon as possible, but no later than December 31, 2035. Existing law authorizes the state board to establish an embodied carbon trading system, as defined, in compliance with these requirements, as provided. This bill would require the state board to determine whether using building materials with lower embodied carbon would be cost effective during the first 2-year period of their use compared to using conventional building materials before implementing the above-described provisions. (Based on 06/23/2026 text)

AB 2234 (Papan, D) California Environmental Quality Act: geothermal exploratory projects.

Current Text: 07/06/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026

Last Amended: 07/06/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law establishes the Geologic Energy Management Division in the Department of Conservation. Existing law requires the division to be the lead agency for all geothermal exploratory projects for purposes of the California Environmental Quality Act (CEQA), except as provided. Existing law defines "geothermal exploratory project," for purposes of CEQA, in part as a project composed of not more than 6 wells and associated drilling and testing equipment whose chief and original purpose is to evaluate the presence and characteristics of geothermal resources. Existing law requires wells included within a geothermal exploratory project to be located at least 1/2 mile from geothermal development wells that are capable of producing geothermal resources in commercial quantities. This bill would expressly include as part of a geothermal exploratory project, among other things, equipment and activities necessary to establish interconnectivity between wells and reservoirs. The bill would specify that the above-described 1/2 mile limit is measured from any point along the wellhead location and well course and would exclude certain wells connecting to geothermal reservoirs from this limit if written consent is provided by the owner and operator of the geothermal development well that is producing in commercial quantities, as specified. (Based on 07/06/2026 text)

Transportation Issues LAP

AB 939 (Schultz, D) Housing development: density bonuses: affordability of for-sale units.

Current Text: 01/15/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2025

Last Amended: 01/15/2026

Status: 06/23/2026 - Read second time. Ordered to third reading.

Location: 06/23/2026 - Senate THIRD READING

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development, as defined, within the city or county with a density bonus, other incentives or concessions, and waivers or reductions of development standards, as specified, if the developer agrees to construct specified units and meets other requirements. Current law, among other things, requires compliance with certain affordability requirements, including requiring that the applicant agree to ensure, and that the city, county, or city and county ensure, that a for-sale unit that qualified the applicant for the award of the density bonus is either (1) initially sold to and occupied by a person or family of very low, low, or moderate income, as specified, or (2) if the unit is not purchased by an income-qualified person or family within 180 days after the issuance of the certificate of occupancy, the unit is purchased by a qualified nonprofit housing corporation, as provided. This bill would additionally allow the applicant and the city, county, or city and county to comply with the above-described affordability requirements with respect to a for-sale unit by ensuring that the unit is purchased by a nonprofit corporation, as specified, for properties to be sold to and occupied by extremely low, very low, or lower income families who participate in a below-market interest rate loan program, as described. (Based on 01/15/2026 text)

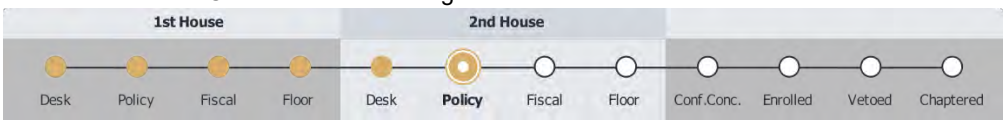
AB 1421 (Wilson, D) Vehicles: Road Usage Charge Technical Advisory Committee.

Current Text: 01/05/2026 - Amended **HTML** **PDF**

Introduced: 02/21/2025

Last Amended: 01/05/2026

Status: 01/29/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 49. Noes 21.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 01/29/2026 - Senate Rules

Summary: Current law requires the Chair of the California Transportation Commission to create a Road Usage Charge Technical Advisory Committee in consultation with the Secretary of Transportation to guide the development and evaluation of a pilot program assessing the potential for mileage-based revenue collection as an alternative to the gas tax system. Current law additionally requires the Transportation Agency, in consultation with the commission, to implement the pilot program, as specified. Current law repeals these provisions on January 1, 2027. This bill would require the commission, in consultation with the Transportation Agency, to consolidate and prepare research and recommendations related to a road user charge or a mileage-based fee system. The bill would require the commission to submit a report, as specified, on the research and recommendations described above to the appropriate policy and fiscal committees of the Legislature by no later than January 1, 2027. (Based on 01/05/2026 text)

AB 1976 (Wicks, D) Streets and highways: pedestrian and bicycle facilities.

Current Text: 06/17/2026 - Amended **HTML** **PDF**

Introduced: 02/13/2026

Last Amended: 06/17/2026

Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING

Summary: Existing law grants the legislative body of a city certain powers with respect to city streets and highways, including the power to construct and maintain those streets and highways. Existing law grants the board of supervisors of a county general supervision, management, and control of county highways and authorizes the board of supervisors to lay out, construct, improve, and maintain county highways. This bill would prohibit a city or county from holding a community input meeting to reconsider, delay, or prevent implementation of a proposed pedestrian or bicycle safety project after that project has passed 90% design, as specified. After or upon the award of a contract for, or when county or city staff, as applicable, are directed to begin, the construction of a pedestrian or bicycle safety project, the bill would prohibit the city or county from terminating the project unless the city or county makes at least one specified finding at a public meeting. (Based on 06/17/2026 text)

AB 2024 (Nguyen, D) Outdoor advertising displays: permits: landscaped freeways: relocation agreements.

Current Text: 06/15/2026 - Amended **HTML** **PDF**

Introduced: 02/17/2026

Last Amended: 06/15/2026

Status: 08/04/2026 - Read second time. Ordered to third reading.

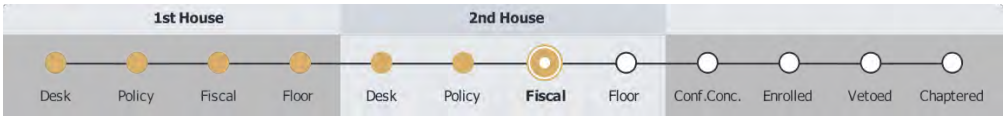
Location: 08/04/2026 - Senate THIRD READING

Summary: The Outdoor Advertising Act prohibits a person, as defined, from placing an advertising display within the areas affected by the act without a permit. The act prohibits the Department of Transportation from denying or delaying the acceptance of a permit application for a new advertising display along a portion of a new alignment of an interstate or primary highway on the basis that the highway project has not been accepted as complete if the section of highway is open to the use of the public for vehicular travel within 1,000 feet of the location specified in the permit application. This bill

would also prohibit the department from denying or delaying the review, processing, or determination of a permit application described above. (Based on 06/15/2026 text)

AB 2059 (Wilson, D) California Environmental Quality Act: transportation impacts: vehicle miles traveled: mitigation.

Current Text: 04/22/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Last Amended: 04/22/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the Office of Land Use and Climate Innovation to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to the CEQA implementation guidelines to establish criteria for determining the significance of transportation impacts of projects within transit priority areas, and requires the criteria to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. CEQA requires the office to recommend potential metrics, including, among other metrics, vehicle miles traveled, to measure these transportation impacts. This bill would, except as provided, specify that a transportation project is presumed to have a less than significant transportation impact as determined by the vehicle-miles-traveled metric if at least 80% of the project lies within one or more nonmetropolitan counties. (Based on 04/22/2026 text)

AB 2307 (Sanchez, R) Transportation: traffic signal synchronization pilot program: Western Riverside Council of Governments.

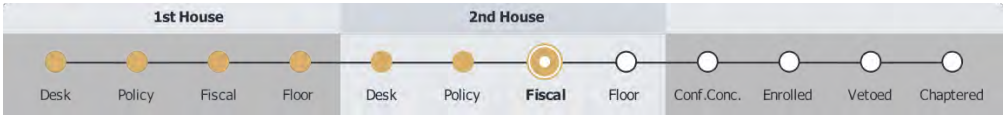
Current Text: 04/06/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 04/06/2026
Status: 08/04/2026 - Read second time. Ordered to Consent Calendar.

Location: 08/03/2026 - Senate CONSENT CALENDAR
Summary: Would, until January 1, 2032, authorize the Western Riverside Council of Governments, in required coordination with the Department of Transportation, to establish and administer a traffic signal synchronization pilot program for its member local agencies to evaluate a regional model for coordinating traffic signal timing between state highways and local street and road systems, as specified. The bill would require the Western Riverside Council of Governments, in coordination with the department, to evaluate the effectiveness of the pilot program, including assessing its impacts on congestion, travel time reliability, operational efficiency, and vehicle emissions and to submit, on or before January 1, 2028, a specified report to the Legislature relating to the pilot program. This bill would make legislative findings and declarations as to the necessity of a special statute for the local agencies that constitute the Western Riverside Council of Governments. (Based on 04/06/2026 text)

AB 2560 (Schultz, D) Climate Action Plan for Transportation Infrastructure: goals.

Current Text: 04/15/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 04/15/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law establishes the Transportation Agency, which has the power of general supervision over specified state entities. Existing law requires the agency to develop and report on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, coordinated planning and policy formation in the matters of public interest related to the agency. This bill would establish specified goals for the Climate Action Plan for Transportation Infrastructure (CAPTI), consistent with state law. (Based on 04/15/2026 text)

AB 2679 (Hadwick, R) State highways: public parking: traffic control.

Current Text: 07/09/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026

Last Amended: 07/09/2026

Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law establishes the Department of Transportation and vests the department with full possession and control of all state highways and all property and rights in property acquired for state highway purposes. Existing law establishes the Tahoe Transportation District as a special purpose district managed by representatives from the States of California and Nevada to, among other things, operate a public transportation system in the Lake Tahoe Basin. This bill would authorize the department, within the Tahoe corridor, to contract with a state agency, a local government, or the district relating to safety, access, and parking in the corridor to (1) designate the portions of state highways that constitute the corridor, (2) prevent unsafe parking and pedestrian movement in the corridor, as provided, and (3) enhance public access to the corridor and public recreation sites, by, among other things, developing public parking, establishing and collecting fees for public parking, and developing transit facilities and pedestrian pathways to connect public parking to recreation sites, as specified. This bill would require all moneys collected from a fee for that public parking to be deposited into the Tahoe Safe Recreation Access Fund, which the bill would establish, and would, upon appropriation by the Legislature, require the department to use those moneys for purposes of improving transportation facilities on state highways in the Tahoe Basin, as specified. (Based on 07/09/2026 text)

SB 667 (Archuleta, D) Railroads: safety: report.

Current Text: 06/03/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2025

Last Amended: 06/03/2026

Status: 07/01/2026 - July 1 set for first hearing. Placed on suspense file.

Location: 07/01/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law requires the Public Utilities Commission to annually report to the Legislature on sites on railroad lines in the state that the commission finds to be hazardous, including a list of all railroad sites in the state that it determines pose a local safety hazard. Existing law authorizes the commission to submit in the annual report the list of railroad sites submitted in the immediate prior year annual report, and to amend or revise that list from the immediate prior year as necessary. In determining which railroad sites pose a local safety hazard, existing law requires the commission to consider, among other things, whether any local safety hazards at railroad sites have been eliminated or sufficiently remediated to

warrant removal of the site from the list. This bill would require the commission, on or before July 1, 2029, to review the list of railroad sites and, in the annual report, to include an evaluation of each site on the list and determine whether changes in conditions, operations, or safety data warrant the removal, modification, or addition of any site. (Based on 06/03/2026 text)

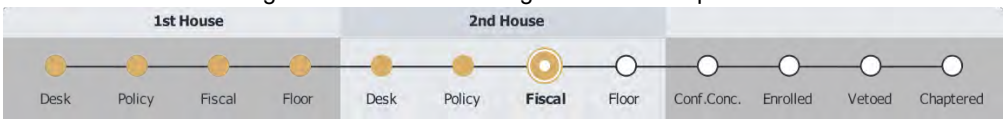
SB 922 (Laird, D) Vehicles: local agency charges: use of streets or highways.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 01/28/2026
Last Amended: 07/02/2026
Status: 08/03/2026 - Read second time. Ordered to third reading.

Location: 08/03/2026 - Assembly THIRD READING
Summary: Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would explicitly state that a fee, charge, surcharge, or component thereof imposed upon the provider of, or ratepayer for, public services by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide those public services is not a tax, permit fee, or other charge that is prohibited by the provision described above. The bill would provide that nothing in the Vehicle Code prohibits a local agency from imposing or collecting this fee, charge, or surcharge. (Based on 07/02/2026 text)

SB 1087 (Cabaldon, D) Transportation planning: sustainable communities strategies: transportation funding programs.

Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/13/2026
Last Amended: 06/25/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

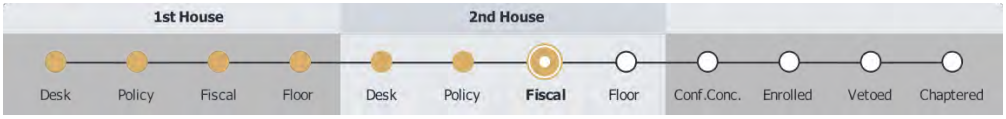


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires certain transportation planning agencies to prepare and adopt regional transportation plans directed at achieving a coordinated and balanced regional transportation system. Existing law requires a regional transportation plan to include a policy element, a sustainable communities strategy prepared by a metropolitan planning organization, an action element, and a financial element, as provided. Existing law requires those transportation planning agencies to adopt and submit every 4 years, except as provided, an updated regional transportation plan to the California Transportation Commission and the Department of Transportation. Existing law requires a sustainable communities strategy to achieve regional targets set by the State Air Resources Board for the reduction of greenhouse gas emissions from the automobile and light truck sector in the region for 2020 and 2035, respectively, and requires the state board to update those targets every 8 years, consistent with each metropolitan planning organization's timeframe for updating its regional transportation plan, as specified. Existing law establishes certain procedural requirements for setting and updating those targets and authorizes the state board to revise the targets every 4 years based on changes in specified factors. This bill would instead require, commencing with the first or 2nd regional transportation plan prepared on or after January 1, 2027, as determined by the applicable metropolitan planning organization, the regional transportation plan to include an 8-year sustainable communities strategy prepared by the metropolitan planning organization. (Based on 06/25/2026 text)

SB 1293 (Alvarado-Gil, R) State highways: projects: notice.

Current Text: 04/06/2026 - Amended **HTML** **PDF**

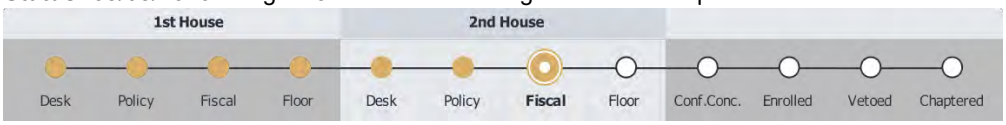
Introduced: 02/20/2026
Last Amended: 04/06/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Would require the Department of Transportation to provide written notice of certain construction or maintenance projects within the right-of-way of a state highway in a county with a population of 60,000 people or fewer to a person who resides in, or a business that is located within, 5 miles of the project limits, as specified. The bill would also require the department to place the notice on its internet website. (Based on 04/06/2026 text)

SB 1337 (Richardson, D) State Energy Resources Conservation and Development Commission: air districts and local governments: transportation fuels refining facilities: memoranda of understanding.

Current Text: 06/29/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/29/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires the State Energy Resources Conservation and Development Commission, on or before January 1, 2024, and every 3 years thereafter, to submit an assessment to the Legislature that, among other things, identifies methods to ensure a reliable supply of affordable and safe transportation fuels in California and evaluates the price of transportation fuels, including branded and unbranded retail prices, alternate formulations of gasoline with lower carbon impact, and other products suitable for production from refineries in California, as provided. Existing law establishes the Division of Petroleum Market Oversight within the commission to, among other things, provide independent oversight and analysis of the transportation fuels market for the protection of consumers by identifying market design flaws, market power abuses, and any other manner by which market participants act to harm competition or act contrary to the best interests of the consumers in the state. Existing law requires the director of the division, when requested, to appear before the appropriate policy committees of the Legislature to provide an update on the division's performance as compared to its objectives, the status of competition in the transportation fuels markets, and other information the committees' request. This bill would require the commission, on or before January 31, 2029, to enter into memoranda of understanding with relevant air districts and local governments with transportation fuels refining facilities within their jurisdictions to enable the coordination that is needed to ensure the transportation fuels sector is successfully managed and maintains environmental, public health, labor, economic, and consumer protections. (Based on 06/29/2026 text)

SB 1382 (Alvarado-Gil, R) Department of Transportation: mountain passes: openings.

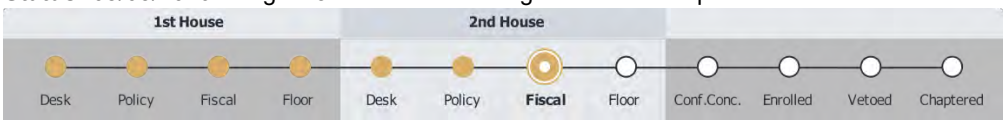
Current Text: 04/06/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 04/06/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law requires the Department of Transportation, on or before July 1, 1992, to adopt and implement a deicing policy for state highways, as specified. Existing law specifically requires the

department to remove snow from a specified portion of Interstate Route 80, as specified. This bill would require, on or before April 1 of each year, the department, to the extent feasible, to notify an affected local official of the department's proposed schedule for opening a mountain pass, as defined. The bill would require the department to develop a public outreach plan to inform the public about the closing and opening of a mountain pass, as specified. (Based on 04/06/2026 text)

SB 1423 (Stern, D) Regional planning: standardized spatial planning datasets.

Current Text: 06/22/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/22/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.

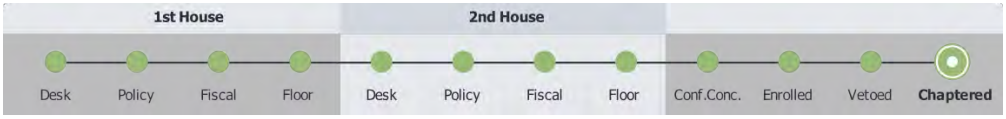


Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. This bill would require the office, on or before July 1, 2027, to compile, standardize, maintain, and make publicly available through a consolidated online platform a core set of statewide standardized spatial planning datasets, as defined. The bill would require the datasets to include specified categories of information, including hazardous risk data, natural resource sensitivity data, and agricultural value data, as provided. The bill would also require the office, on or before January 1, 2028, to develop and provide guidance for agencies to inform how to use and integrate the datasets in regional planning processes and products. The bill would require the office to update those datasets at least every 3 years, as provided. (Based on 06/22/2026 text)

Water Supply and Conservation LAP

AB 35 (Alvarez, D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Current Text: 07/16/2026 - Chaptered **HTML** **PDF**
Introduced: 12/02/2024
Last Amended: 06/11/2026
Status: 07/16/2026 - Approved by the Governor. Chaptered by Secretary of State - Chapter 89, Statutes of 2026.

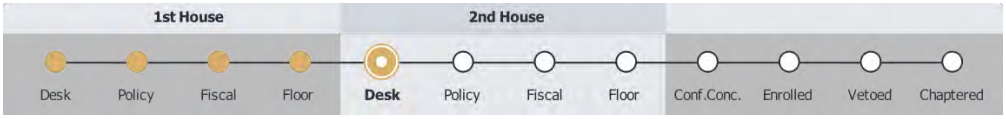


Location: 07/16/2026 - Assembly CHAPTERED
Summary: The Administrative Procedure Act sets forth the requirements for the adoption, publication, review, and implementation of regulations by state agencies. The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (act), approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Existing law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Existing law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act,

as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including, among other things, to develop draft project solicitation and evaluation guidelines, to transmit copies of those guidelines to the fiscal committees and to the appropriate policy committees of the Legislature, to hold a noticed public meeting on those guidelines, and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. (Based on 07/16/2026 text)

AB 643 (Wilson, D) Climate change: short-lived climate pollutants: organic waste reduction.

Current Text: 06/03/2026 - Amended **HTML** **PDF**
Introduced: 02/13/2025
Last Amended: 06/03/2026
Status: 08/04/2026 - In Senate. Held at Desk.



Location: 08/03/2026 - Senate DESK
Summary: Existing law establishes methane emissions reduction goals that include a target to reduce landfill disposal of organics by 75% of the 2014 level of the statewide disposal of organic waste by 2025. Existing law requires the Department of Resources Recycling and Recovery, in consultation with the State Air Resources Board, to adopt regulations to achieve the organic waste reduction goals. Existing law authorizes a local jurisdiction to count specified recovered organic waste products towards up to 10% of its recovered organic waste procurement target. This bill would additionally authorize a local jurisdiction to count a beneficial agricultural amendment derived from organic waste processed with biosolids towards up to that 10% of its recovered organic waste procurement target if the material is processed at a facility authorized by the department using specified approved technologies, the material is registered or approved for end use as a fertilizing material by the Department of Food and Agriculture, as provided, and the material is not derived from, or processed using, specified activities relating to the final deposition or management of solid waste, as provided. (Based on 06/03/2026 text)

AB 2619 (Papan, D) Water resources: data centers.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/02/2026
Status: 08/03/2026 - In committee: Set, first hearing. Hearing canceled at the request of author.

Location: 07/01/2026 - Senate Appropriations
Summary: Existing law authorizes the legislative body of an incorporated city and the county board of supervisors to license businesses carried on within their respective jurisdictions and to set license fees, as specified. This bill would require a person who owns or operates a data center, prior to applying to a city or a county for an initial business license, equivalent instrument, or permit, to provide its water supplier, under penalty of perjury, a good faith estimate of the expected water use, the anticipated source of water, and the data center's projected water use volume for the maximum day, maximum month, and average year. When applying to a city or county for an initial business license, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, a good faith estimate of the expected water use, the anticipated source of water, and the data center's projected water use volume for the maximum day, maximum month, and average year. When applying to a city or county for a renewal of a business license, equivalent instrument, or permit, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, the data center's annual water use for the preceding calendar year, including total water and direct water use, as prescribed. (Based on 07/02/2026 text)

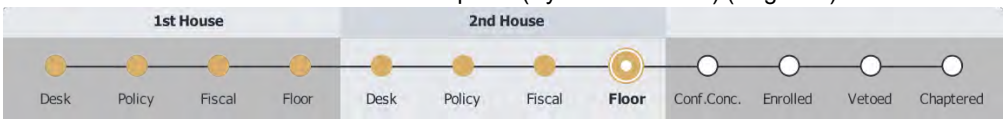
AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund program: loans: outdoor eating areas: water reuse.

Current Text: 03/26/2026 - Amended **HTML** **PDF**
Introduced: 02/24/2026
Last Amended: 03/26/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: Existing law establishes the State Water Pollution Control Revolving Fund program, pursuant to which state and federal funds are continuously appropriated from the State Water Pollution Control Revolving Fund to the State Water Resources Control Board for loans and other financial assistance for purposes related to the federal Clean Water Act. Existing law establishes the State Water Pollution Control Revolving Fund Administration Fund (administration fund) to provide funds, upon appropriation by the Legislature, to be expended by the state board for payment of the reasonable costs of administering the State Water Pollution Control Revolving Fund. Existing law authorizes the state board to assess an annual charge for financial assistance services, not to exceed 1% of the financial assistance repayment amount and computed according to the true interest cost method, as provided, and requires those annual charges to be deposited into the administration fund. Existing law authorizes the financial service rate to be applied at any time during the term of the financial assistance and requires the rate to remain unchanged for the duration of the financial assistance. Existing law prohibits the financial assistance rate from increasing the financial assistance repayment amount after being applied. Existing law requires the state board to, at least once each fiscal year, adjust the financial assistance service rate. Existing law requires the state board to set the total amount of revenue collected each year through the annual charges at an amount that is equal as practicable to the appropriation amount set forth in the annual Budget Act. This bill would additionally authorize the state board to assess fees in place of an annual charge for financial assistance and would authorize the fees or annual charge to be assessed at any rate as permitted by federal law. (Based on 03/26/2026 text)

SB 1153 (Caballero, D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.

Current Text: 06/22/2026 - Amended **HTML** **PDF**
Introduced: 02/18/2026
Last Amended: 06/22/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 15. Noes 0.) (August 5).

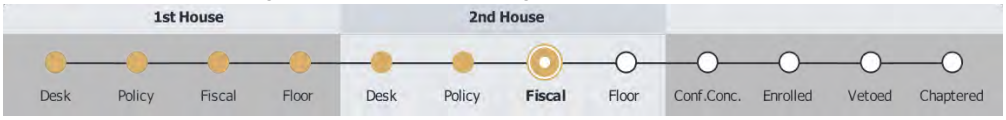


Location: 06/30/2026 - Assembly SECOND READING
Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire departments and the Office of Emergency Services, to ensure that the plans are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specific response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include, among other things, mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier. (Based on 06/22/2026 text)

League of California Cities Sponsored Legislation

SB 490 (Umberg, D) Alcohol and drug programs.

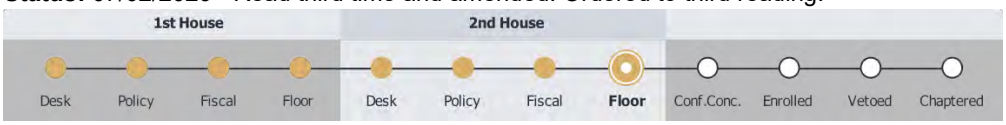
Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2025
Last Amended: 07/02/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law provides for the licensure and regulation of adult alcohol or other drug recovery or treatment facilities by the State Department of Public Health and prohibits the operation of one of those facilities without a current valid license. Existing law requires the department, if a facility is alleged to be in violation of that prohibition, to conduct a site visit to investigate the allegation. Existing law requires, if the department's employee or agent finds evidence that the facility is providing services without a license, the employee or agent to take specified actions, including, among others, submitting the findings of the investigation to the department and issuing a written notice to the facility that includes the date by which the facility is required to cease providing services. This bill would require the department, if it determines it has jurisdiction over the allegation, to assign the complaint to an analyst within 10 days of receiving the allegation and, except as specified, complete the investigation within 120 days of assigning the complaint. The bill would require the department, if it receives a complaint that does not fall under its jurisdiction, to notify, to the extent feasible, the complainant that it does not investigate that type of complaint. The bill would require the employee or agent to provide the notice described above within 10 days of the employee or agency submitting their findings to the department and to conduct a followup site visit to determine whether the facility has ceased providing services as required. (Based on 07/02/2026 text)

SB 1005 (Caballero, D) Local agency: payment: rounding amount.

Current Text: 07/02/2026 - Amended **HTML** **PDF**
Introduced: 02/09/2026
Last Amended: 07/02/2026
Status: 07/02/2026 - Read third time and amended. Ordered to third reading.



Location: 06/08/2026 - Assembly THIRD READING
Summary: Existing law requires a public agency to accept specified methods of payment for designated obligations. This bill would authorize a local agency to round the amount of any payment made wholly or partly in cash to the local agency, or any refund or other amount tendered wholly or partly in cash by the local agency, to the nearest $0.05. The bill would apply to a local agency only if the governing body of the local agency adopts, by majority vote, a resolution to make its provisions applicable to the local agency. (Based on 07/02/2026 text)

Local Representative Legislation

AB 1564 (Ahrens, D) Employer-employee relations: confidential communications.

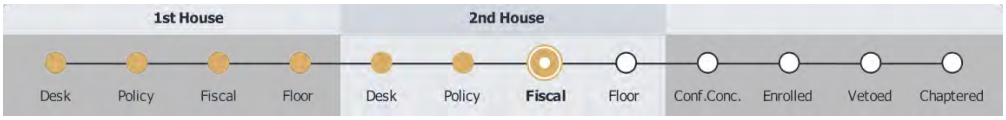
Current Text: 05/18/2026 - Amended **HTML** **PDF**
Introduced: 01/12/2026
Last Amended: 05/18/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of existing law further prohibit denying to employee organizations the rights guaranteed to them by existing law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization's representation. (Based on 05/18/2026 text)

AB 1599 (Ahrens, D) Public transit: California Transit Stop Registry: transit datasets.

Current Text: 06/04/2026 - Amended **HTML** **PDF**
Introduced: 01/16/2026
Last Amended: 06/04/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

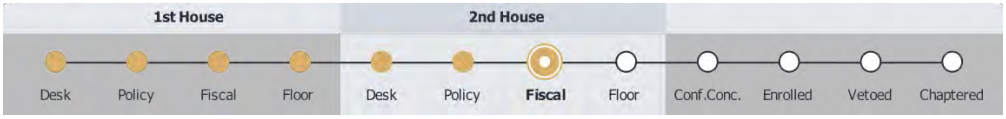


Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Would require the Department of Transportation to create, on or before June 1, 2027, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available amenities, and unique identifier, as specified. (Based on 06/04/2026 text)

AB 1831 (Ahrens, D) California State University: executive compensation: restrictions.

Current Text: 06/04/2026 - Amended **HTML** **PDF**
Introduced: 02/11/2026
Last Amended: 06/04/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.

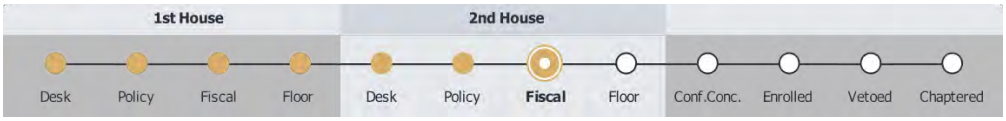


Location: 08/03/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law requires the Trustees of the California State University to establish and adjust the salaries and classifications of all academic, nonacademic, and administrative positions. This bill would require the trustees, on or before July 1, 2027, to repeal a policy on executive compensation adopted at the November 2025 meeting of the trustees and adopt a new policy on executive compensation, as provided. The bill would prohibit the trustees, for any fiscal year in which the trustees authorize an increase in student tuition, from increasing the compensation of a chancellor, vice chancellor, or executive president. The bill would also prohibit the trustees, for any fiscal year in which the trustees do not authorize salary increases for represented staff, from increasing the compensation of a chancellor, vice chancellor, executive president, or member of the management personnel plan staff. (Based on 06/04/2026 text)

AB 1961 (Ahrens, D) Civil actions: protective orders: workplace violence.

Current Text: 06/18/2026 - Amended **HTML** **PDF**
Introduced: 02/13/2026
Last Amended: 06/18/2026
Status: 06/29/2026 - In committee: Referred to APPR. suspense file.



Location: 06/29/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law authorizes an employer or collective bargaining representative of an employee who has suffered harassment, unlawful violence, or a credible threat of violence from any individual, to seek a workplace violence restraining order on behalf of the employee and, at the discretion of the court, any number of other employees at the workplace or at other workplaces of the employer. Existing law authorizes one or more representative parties to bring suit for the benefit of a class of parties if the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. This bill would authorize an employer to seek a workplace violence restraining order on behalf of all employees at the employer's workplace or a location at which a group of employees perform their primary job duties if harassment, unlawful violence or a credible threat of violence is directed at that workplace or location. (Based on 06/18/2026 text)

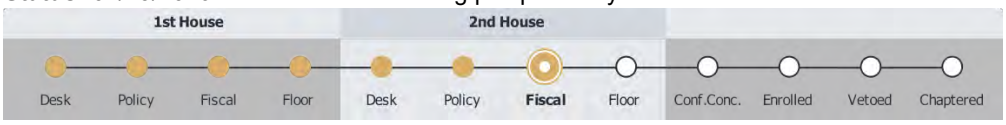
AB 2005 (Ahrens, D) Housing developments: urban lot split: owner-occupancy.

Current Text: 06/22/2026 - Amended **HTML** **PDF**

Introduced: 02/17/2026

Last Amended: 06/22/2026

Status: 07/29/2026 - In committee: Hearing postponed by committee.



Location: 06/30/2026 - Senate Appropriations

Summary: Under the Planning and Zoning Law, the legislative body of a city or county may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Existing law requires a local agency to ministerially approve a parcel map for an urban lot split if the development or parcel meets specified requirements. Existing law requires the local agency to require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split. Existing law authorizes a local agency to adopt an ordinance to implement these provisions, as provided. This bill would instead require the local agency to require an applicant to select one of 2 sets of owner-occupancy requirements. The first option would be for the applicant to sign, under penalty of perjury, the above-described affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of 3 years. The 2nd option would be for the applicant to sign an affidavit, under penalty of perjury, stating they intend to sell both parcels of an urban lot split after issuance of a certificate of occupancy and to require, as a condition of sale to a homebuyer, that one of the units on both parcels of an urban lot split remain owner occupied for 3 years, beginning on the date a parcel or unit is conveyed by the applicant to a homebuyer. (Based on 06/22/2026 text)

AB 2231 (Ahrens, D) California Environmental Quality Act: hospital projects.

Current Text: 04/22/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Last Amended: 04/22/2026

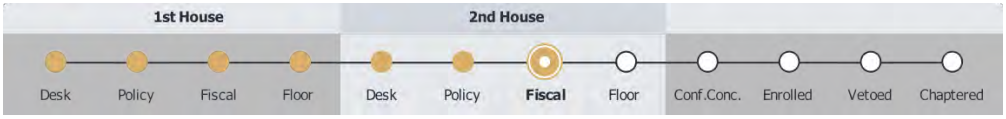
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes administrative procedures for the review and certification of the EIR for a project and judicial review procedures for any action or proceeding brought to challenge the lead agency's decision to certify the EIR or to grant project approvals. This bill would establish streamlined procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership hospital campus project, defined by the bill as a construction project of a hospital campus in the City of Emeryville or of the City of Santa Clara, under certain conditions. The bill would require the city council of the City of Emeryville or of Santa Clara, as the lead agency for the hospital campus project, to certify the project for the streamlined judicial review, as specified, if it finds the project will meet those conditions. The bill would require the project applicant of the environmental leadership hospital campus project to take certain actions in order for those specified procedures to apply to the project. (Based on 04/22/2026 text)

AB 2756 (Ahrens, D) Medi-Cal: vision services: performance measures.

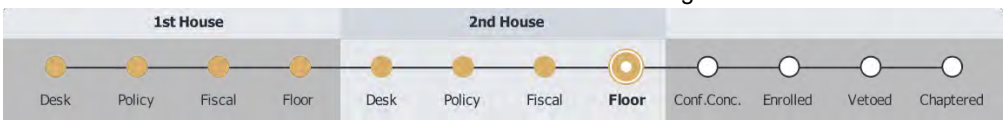
Current Text: 06/22/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/22/2026
Status: 06/29/2026 - In committee: Referred to APPR. suspense file.



Location: 06/29/2026 - Senate APPR. SUSPENSE FILE
Summary: Under existing law, certain vision care benefits are covered under the Medi-Cal program, relating to, among other things, optometric and optician services and eyeglasses, as specified. This bill would require the department, by no later than January 1, 2028, to establish a list of performance measures to ensure that the vision services under the Medi-Cal program meet quality and access criteria. The bill would require that the performance measures be designed to evaluate utilization, access, and availability of Medi-Cal vision services. The bill would require certain information within the performance measures, relating to providers and examinations, among other factors. The bill would require the department, when evaluating performance measures, to consider certain criteria, including trended data and other state performance and quality measures. The bill would require the department to report on each performance measure only to the extent that the department has existing data sources from which to calculate the applicable measure, as specified. The bill would specify a timeline for the posting of performance measures and data on the department's internet website. The bill would also require the department to establish benchmarks for each performance measure and to annually prepare a summary report on complaints and grievances, as specified. (Based on 06/22/2026 text)

AB 2764 (Ahrens, D) Extended foster care.

Current Text: 06/10/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/10/2026
Status: 06/17/2026 - Read second time. Ordered to third reading.

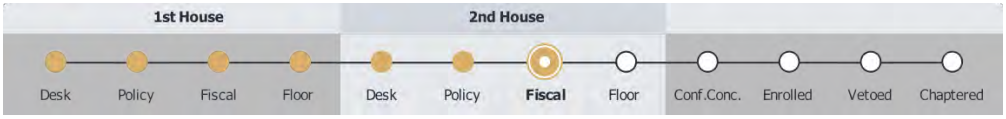


Location: 06/17/2026 - Senate THIRD READING
Summary: The California Fostering Connections to Success Act revises and expands the scope of various programs relating to the provision of cash assistance and other services to and for the benefit of

certain foster and adopted children, and other children who have been placed in out-of-home care, including children who receive Aid to Families with Dependent Children-Foster Care (AFDC-FC), Adoption Assistance Program (AAP), California Work Opportunity and Responsibility to Kids (CalWORKs), and Kinship Guardianship Assistance Payment (Kin-GAP) benefits. Among other provisions, the act extends to nonminor dependents up to 21 years of age the jurisdiction of the juvenile court over a dependent, and specified foster care benefits if specified education or employment requirements are met, including that the nonminor is completing secondary education or a program leading to an equivalent credential or employed for at least 80 hours per month. This bill would prohibit a nonminor dependent from being denied eligibility for, or have eligibility terminated from, the above-described extended foster care benefits for failure to meet education or employment participation requirements that exceed the previously described education or employment requirements. (Based on 06/10/2026 text)

AB 2765 (Ahrens, D) CalFresh and CalWORKs: childhood hunger and foster youth.

Current Text: 06/11/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/11/2026
Status: 06/29/2026 - In committee: Referred to APPR. suspense file.



Location: 06/29/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing federal law establishes the Supplemental Nutrition Assistance Program (SNAP), known in California as CalFresh, under which supplemental nutrition assistance benefits allocated to the state by the federal government are distributed to eligible individuals by each county. Existing federal law limits a participant who is an able-bodied adult without dependents (ABAWD) to 3 months of CalFresh benefits in a 3-year period unless that participant has met work participation requirements or is otherwise exempt. Existing state law requires the State Department of Social Services to annually seek a federal waiver of this limitation. Existing state law requires the department to ensure that all recipients subject to the federal ABAWD time limit are permitted to meet the work requirements of the time limit through all forms of work, as specified. Existing federal law, Public Law 119-21, enacted on July 4, 2025, sets forth various changes to SNAP benefits, including the removal of an exemption from the time limit for certain former foster youth under 25 years of age, and the narrowing of an exemption for a household with a dependent under 18 years of age to instead a household with a dependent under 14 years of age, as specified This bill would specify that an ABAWD participant includes a parent or other member of a household with responsibility for a dependent child 14 years of age or older as a result of Public Law 119-21. The bill would also require the department to seek a federal waiver to protect the most vulnerable foster youth from experiencing hunger as a result of the cuts to their assistance. (Based on 06/11/2026 text)

AB 2766 (Ahrens, D) Public postsecondary education: student housing: foster youth and homeless youth.

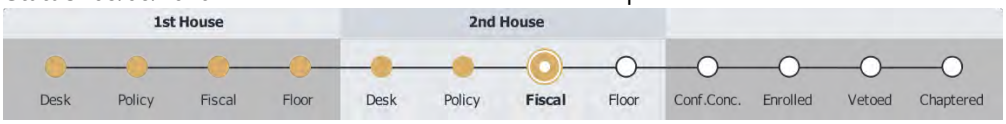
Current Text: 05/28/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 05/28/2026
Status: 08/04/2026 - Read second time. Ordered to third reading.

Location: 08/04/2026 - Senate THIRD READING
Summary: The NextUp program authorizes the office of the Chancellor of the California Community Colleges to enter into agreements with community college districts to provide, and allocate to selected community colleges within a community college district, funds for services in support of postsecondary education for foster youth. Existing law requires a student participant in the program to be a current or former foster youth whose dependency was established or continued by a court on or after the youth's

13th birthday and who is no older than 25 years of age at the commencement of the academic year in which the student first enrolls in the program. Existing law requires the California State University and each community college district, and requests the University of California, with respect to each campus in their respective jurisdictions that administers a priority enrollment system, to grant priority in that system to, among others, foster youth and former foster youth whose dependency was established or continued by a court on or after the youth's 13th birthday and who is no older than 25 years of age at the commencement of the academic year. This bill would extend the requirement and request for priority enrollment to current or former foster youth whose dependency was established or continued by a court on or after the youth's 13th birthday and who is older than 25 years of age so long as they are enrolled in the NextUp program. (Based on 05/28/2026 text)

AB 2768 (Ahrens, D) Student financial aid: waiver or deferment of fees and costs: foster youth.

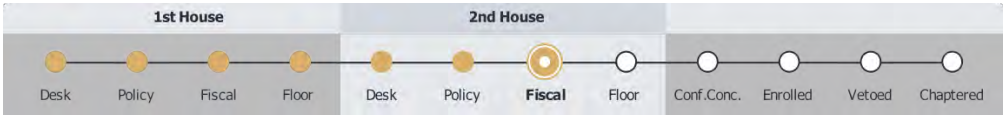
Current Text: 06/15/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/15/2026
Status: 08/03/2026 - In committee: Referred to APPR. suspense file.



Location: 08/03/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the California Community Colleges, the California State University, the University of California, independent institutions of higher education, and private postsecondary educational institutions as the segments of postsecondary education in the state. Existing law establishes various programs that provide financial aid to students attending institutions in each of the segments. This bill would require the California State University, community college districts, and private postsecondary educational institutions and independent institutions of higher education that receive state financial assistance to, and would request the University of California to, waive or defer the unpaid portion of enrollment fees and costs for a student who has submitted a specified financial aid application and is a foster youth or former foster youth, as defined, upon the student's initial enrollment at the postsecondary educational institutional until the student has received an initial disbursement of the student's financial aid award, as provided. If the postsecondary educational institution is unable to waive or defer costs related to books, supplies, materials, or equipment, the bill would require the institution to provide the student with clear information regarding available campus resources, institutional programs, or community-based assistance to help the student cover those costs. (Based on 06/15/2026 text)

AB 2769 (Ahrens, D) Adoption Assistance Program: eligibility.

Current Text: 06/08/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/08/2026
Status: 06/29/2026 - In committee: Referred to APPR. suspense file.

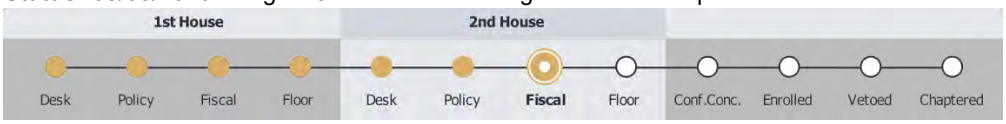


Location: 06/29/2026 - Senate APPR. SUSPENSE FILE
Summary: Existing law establishes the Adoption Assistance Program (AAP) for the purpose of benefiting children residing in foster homes by providing the stability and security of permanent homes. Under existing law, a child is eligible for AAP benefits if they meet, among other requirements, an age requirement wherein the child is (1) under 18 years of age, (2) under 21 years of age with a mental or physical handicap, or (3) under 21 years of age, has attained 16 years of age before the adoption assistance agreement became effective, and one or more of specified conditions are met. This bill would add a 4th age eligibility category for a nonminor who is 18 years of age, is under an adoption assistance agreement that became effective before the nonminor's 16th birthday, was, prior to attaining 18 years of age, attending high school or the equivalent level of vocational or technical training on a full-time basis or pursuing a high school equivalency certificate, continues in such attendance, continues to reside with the

adoptive parent, and remains otherwise eligible. This bill would make that nonminor age eligible until the date of completion of the program they are attending or the nonminor's 19th birthday, whichever occurs first. The bill would, to the extent that federal financial participation is unavailable for adoption assistance payments continued pursuant to this eligibility expansion, require the department to ensure that state-realigned funding is available for those payments, as specified. (Based on 06/08/2026 text)

SB 381 (Wahab, D) Vital records: adoptees' birth certificates.

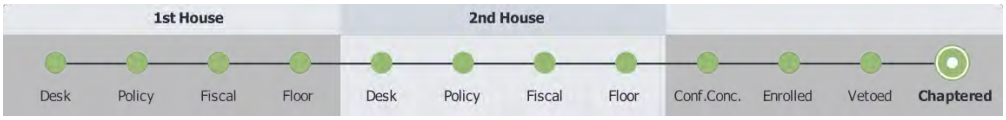
Current Text: 05/21/2026 - Amended **HTML** **PDF**
Introduced: 02/14/2025
Last Amended: 05/21/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law prohibits an agency from disclosing personal information that would link the information to the individual unless, among other things, the information is provided to a governmental entity by law, or the disclosure is to the individual to whom the information pertains. Existing law makes vital records related to adoptions, other than a newly issued birth certificate, available only upon the order of the superior court of the county of residence of the adopted child or of the county granting the order of adoption. This bill would authorize, beginning on July 1, 2028, the disclosure of an original birth certificate, as defined, to an adopted person, or descendant, as defined, of a deceased adopted person, would require the State Registrar to provide a copy of the original birth certificate to those persons, and would establish a process to request an original birth certificate, as specified. (Based on 05/21/2026 text)

SB 722 (Wahab, D) Transit-oriented housing development: excluded parcels and sites.

Current Text: 07/16/2026 - Chaptered **HTML** **PDF**
Introduced: 02/21/2025
Last Amended: 01/15/2026
Status: 07/16/2026 - Approved by the Governor. Chaptered by Secretary of State. Chapter 100, Statutes of 2026.



Location: 07/16/2026 - Senate CHAPTERED
Summary: Existing law requires that a housing development project, as defined, within a specified distance of a transit-oriented development stop, as defined, be an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with certain, applicable requirements, as provided. Among these requirements, existing law prohibits a proposed development under these provisions from being located on sites where the development would require demolition of housing, or that was previously used for housing, that is subject to rent or price controls, as provided. This bill would additionally prohibit the development from being located on an existing parcel of land or site governed under the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act. (Based on 07/16/2026 text)

SB 1193 (Wahab, D) Discretionary funds: County of Alameda.

Current Text: 04/30/2026 - Amended **HTML** **PDF**
Introduced: 02/19/2026
Last Amended: 04/30/2026
Status: 08/03/2026 - Read second time. Ordered to third reading.

Location: 08/03/2026 - Assembly THIRD READING

Summary: Existing law authorizes a county board of supervisors to appropriate and expend county general fund money to establish county programs or fund other programs to meet various social needs of the county population and the needs of physically, mentally, and financially handicapped persons and aged persons. Existing law authorizes the board of supervisors to contract with other public agencies, private agencies, or individuals to operate programs that the board of supervisors determines will serve public purposes. Existing law prohibits an Orange County Board of Supervisors member from awarding district discretionary funds to a community organization or a nonprofit organization unless the board of supervisors approves that award by a majority vote. Existing law requires the Orange County Board of Supervisors to post on its internet website a log of appropriated district discretionary funds at the end of each quarter, as specified. Existing law prohibits, within 90 days preceding an election, an Orange County Board of Supervisors member who is on the ballot as an Orange County Board of Supervisors member candidate and has an opponent on that ballot from taking any action related to spending district discretionary funds, as specified. This bill would prohibit the Alameda County Board of Supervisors from awarding discretionary funds, as defined, to a community organization, nonprofit organization, or private entity, unless the board of supervisors approves that award by a majority vote and the award includes a description of how the award provides resources of communitywide significance for the district that the member of the board requesting the award represents and identifies the public purposes, as defined, that the award will serve. (Based on 04/30/2026 text)

SB 1238 (Wahab, D) Common interest developments: management.

Current Text: 07/02/2026 - Amended **HTML** **PDF**

Introduced: 02/19/2026

Last Amended: 07/02/2026

Status: 08/03/2026 - Read second time. Ordered to third reading.

Location: 08/03/2026 - Assembly THIRD READING

Summary: The Davis-Stirling Common Interest Development Act provides for the creation and regulation of common interest developments. Existing civil law defines an agent as one who represents another, called the principal, in dealings with third persons. This bill would revise the above-described definition of agent to include a person or company that facilitates activities pursuant to specified provisions of the act. (Based on 07/02/2026 text)

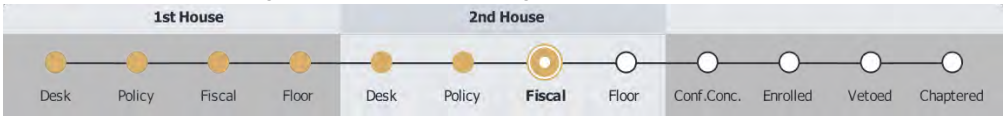
SB 1302 (Wahab, D) Nursing.

Current Text: 07/01/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026

Last Amended: 07/01/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



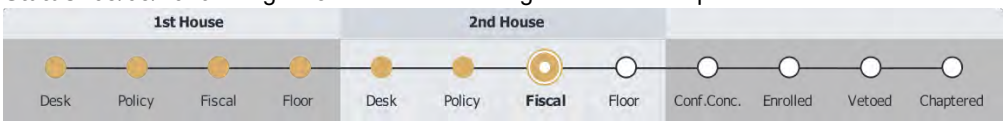
Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law creates the Board of Registered Nursing Fund and makes all moneys in the fund available upon appropriation by the Legislature. A violation of the act is a crime. Existing law requires the board, until January 1, 2027, to appoint an executive officer to perform the duties delegated by the board and to be responsible to the board for the accomplishment of those duties, as specified. Existing law requires the board, for the purpose of transacting its business, to meet at least once every 3 months, at times and places it designates by resolution, and requires those meetings to be held in northern and

southern California. This bill would extend those dates until January 1, 2031. The bill would remove the above-described location requirements for meetings held by the board, and, instead, require the board to meet at least once every 3 months in locations that are, to the extent practicable, geographically diverse. (Based on 07/01/2026 text)

SB 1303 (Wahab, D) Naturopathic Doctors Act.

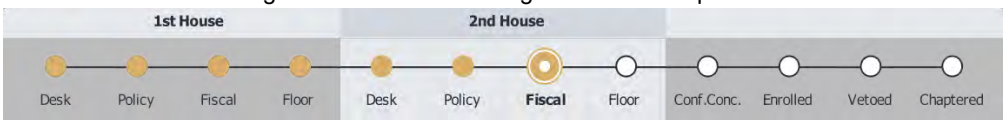
Current Text: 04/28/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 04/28/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Naturopathic Doctors Act, which is repealed on January 1, 2027, establishes the California Board of Naturopathic Medicine within the Department of Consumer Affairs to license and regulate naturopathic doctors. The act requires the board to consist of 9 members, appointed by the Governor, Speaker of the Assembly, or the Senate Committee on Rules, as specified, and requires each member of the board be appointed to a 4-year term. This bill would instead repeal those provisions on January 1, 2031. The bill would specify that the 4-year term expires 4 years after the date of the appointment. To ensure staggered terms, the bill would require that specified members appointed by the Governor after the effective date of this bill be appointed for prescribed term lengths and thereafter would require all appointments be for four-year terms. (Based on 04/28/2026 text)

SB 1304 (Wahab, D) Respiratory Care Practice Act.

Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Respiratory Care Practice Act establishes the Respiratory Care Board of California to license and regulate respiratory care practitioners. Those provisions establish requirements for licensure, including completing an education program for respiratory care and being awarded an associate degree or equivalent, as specified. Existing law authorizes the board to employ an executive office, as specified. Existing law establishes fees for license and examination requirements for respiratory care practitioners, including an initial license fee of no more than $300 and a license renewal fee at $230, as specified. Existing law authorizes the board to increase the license renewal fee, by regulation, to no more than $330. Existing law repeals the existence of the board and the authority for employment of an executive officer on January 1, 2027. This bill would extend the operation of the existence of the board and the executive officer to January 1, 2031, and would delete the initial license fee provision. (Based on 07/01/2026 text)

SB 1311 (Wahab, D) Licensed professions.

Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/01/2026
Status: 08/05/2026 - From committee: Do pass. (Ayes 15. Noes 0.) (August 5).

Location: 06/30/2026 - Assembly SECOND READING

Summary: The Dental Board of California is required to license and regulate dental auxiliaries, including, among others, dental assistants, as defined, and sets forth duties and functions that those dental auxiliaries are authorized to perform. Existing law requires an unlicensed dental assistant not enrolled in a board-approved program for registered dental assisting or an alternative dental assisting program to complete an infection control certification course, as specified. In this regard, existing law allows the unlicensed dental assistant to complete a board-approved 8-hour course, with 6 hours being didactic instruction and 2 hours being laboratory instruction, as specified. This bill would allow an unlicensed dental assistant to complete the Dental Assisting National Board's Infection Control examination instead of completing an infection control course. The bill would also revise the requirements for those infection control courses to allow an unlicensed dental assistant to complete one of specified courses approved by the board or a course with at least 4 hours of didactic instruction and at least 2 hours of laboratory instruction using video or a series of video training tools, as specified. (Based on 07/01/2026 text)

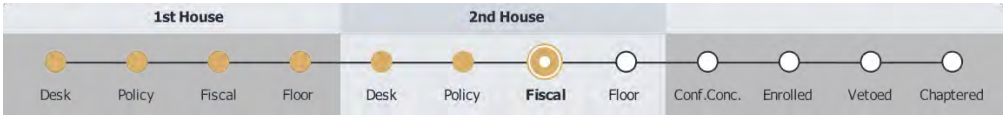
SB 1326 (Wahab, D) California Environmental Quality Act: tribal cultural resources: mitigation measures.

Current Text: 06/11/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026

Last Amended: 06/11/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, before releasing an environmental review document for a project, to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, as provided. CEQA authorizes the parties, as a part of the consultation, to propose mitigation measures capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. CEQA defines a tribal cultural resource as including, among other things, a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe that is included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources, as provided. This bill would modify the definition of tribal cultural resource to, among other things, include a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe that is identified by the Native American Heritage Commission as a sacred place, as provided, or included in a local tribal register and provided to the lead agency by a consulting California Native American tribe. (Based on 06/11/2026 text)

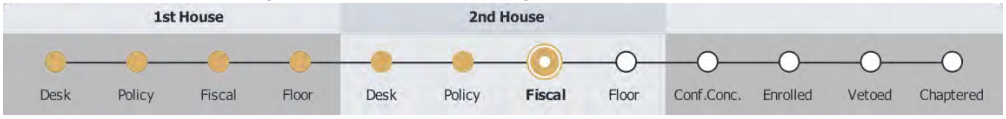
SB 1345 (Wahab, D) Foster children: rights of foster youth.

Current Text: 04/09/2026 - Amended **HTML** **PDF**

Introduced: 02/20/2026

Last Amended: 04/09/2026

Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



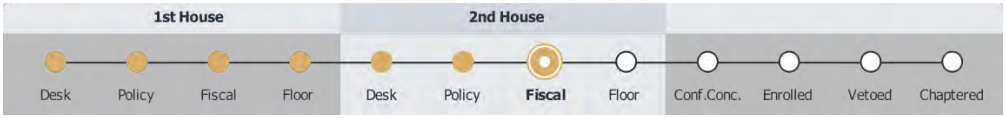
Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law provides that it is the policy of the state that all minors and nonminors in foster care have specified rights, including, among others, the right to have storage space for private use, the right to be free from unreasonable searches of personal belongings, the right to be informed of these

rights in an age-appropriate and developmentally appropriate manner, and the right to receive a copy of these rights, at specified intervals. Under this bill, the foster youth would have an additional right to have their personal belongings transported during placement changes and other moves in a manner preserving the youth's property and dignity, including the use of suitcases, duffel bags, backpacks, and moving boxes rather than trash bags or other inappropriate receptacles. The bill would also include the right to maintain reasonable access to and use of personal belongings, clothing, and personal items. (Based on 04/09/2026 text)

SB 1363 (Wahab, D) Barbering and cosmetology.

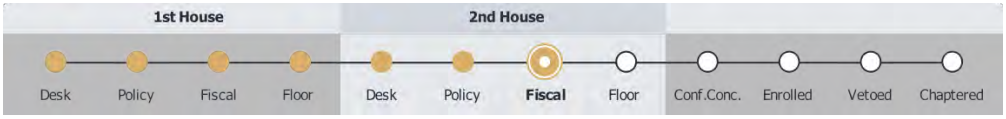
Current Text: 07/01/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 07/01/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: The Barbering and Cosmetology Act establishes the State Board of Barbering and Cosmetology until January 1, 2027, to license and regulate barbering, cosmetology, electrology, esthetics, hairstyling, and manicuring. Existing law requires a person, firm, or corporation operating an establishment where licensed activity occurs to obtain a license from the board for that establishment. Existing law requires an establishment to at all times be in the charge of a person licensed pursuant to the act, except an apprentice. This bill would extend the provisions relating to the establishment of the board to January 1, 2031. The bill would also require a partnership or limited liability company that desires to operate an establishment where licensed activity occurs to apply to obtain a license for that establishment. For any corporation or limited liability company operating such an establishment, the bill would require the organization to be registered and in good standing with the Secretary of State, and would provide for the suspension of any license from the board for a corporation or limited liability company that is not in good standing with the Secretary of State. The bill would require the board to license any federally recognized tribe, as defined, that applies for licensure and is otherwise compliant with the requirements of a licensee, and would exempt a federally recognized tribe from requirements relating to registration and good standing with the Secretary of State. (Based on 07/01/2026 text)

SB 1368 (Wahab, D) Speech-language pathologists, audiologists, and hearing aid dispensers.

Current Text: 06/25/2026 - Amended **HTML** **PDF**
Introduced: 02/20/2026
Last Amended: 06/25/2026
Status: 08/05/2026 - August 5 set for first hearing. Placed on suspense file.



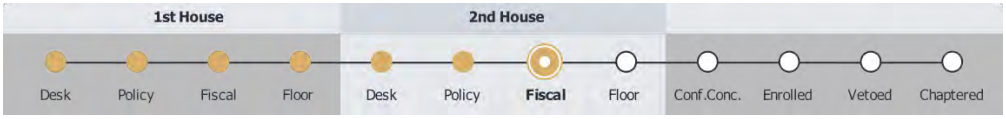
Location: 08/05/2026 - Assembly APPR. SUSPENSE FILE
Summary: Existing law, the Speech-Language Pathologists and Audiologists and Hearing Aid Dispensers Licensure Act, until January 1, 2027, establishes the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board within the Department of Consumer Affairs for the licensure and regulation of speech-language pathologists, speech-language pathology aides, speech-language pathology assistants, audiologists, dispensing audiologists, and hearing aid dispensers. Existing law, until January 1, 2027, authorizes the board to appoint a person designated as the executive officer to perform duties delegated by the board and vested in them in the act. Existing law makes a violation of the act a misdemeanor. This bill would extend the operation of the board and authorization to appoint an executive officer until January 1, 2031. (Based on 06/25/2026 text)

SB 1376 (Wahab, D) Physician assistants.

Current Text: 02/20/2026 - Introduced **HTML** **PDF**

Introduced: 02/20/2026

Status: 06/30/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 17. Noes 0.) (June 30). Re-referred to Com. on APPR.



Location: 06/30/2026 - Assembly Appropriations

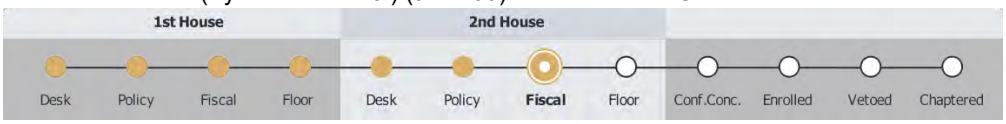
Summary: The Physician Assistant Practice Act, establishes the Physician Assistant Board to license and regulate physician assistants. Existing law authorizes the board to convene from time to time as deemed necessary by the board. Existing law further requires the board to receive permission of the Director of Consumer Affairs to meet more than 6 times annually, and requires the director to approve meetings that are necessary for the board to fulfill its legal responsibilities. This bill would delete the provision requiring the board to receive permission from the director to meet more than 6 times annually and for the director to approve meetings. (Based on 02/20/2026 text)

SB 1391 (Wahab, D) Department of Consumer Affairs: retired category licenses.

Current Text: 02/20/2026 - Introduced **HTML PDF**

Introduced: 02/20/2026

Status: 06/30/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 17. Noes 0.) (June 30). Re-referred to Com. on APPR.



Location: 06/30/2026 - Assembly Appropriations

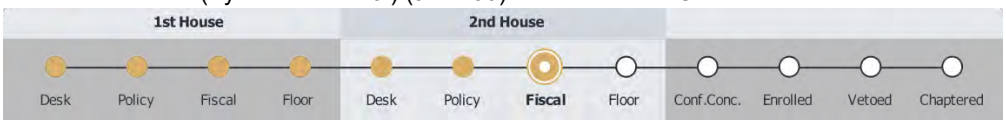
Summary: Existing law provides for the licensure and regulation of various professions and vocations by boards within the Department of Consumer Affairs. Existing law authorizes any of the boards within the department, except as specified, to establish by regulation a system for a retired category of license for persons who are not actively engaged in the practice of their profession or vocation. This bill would additionally require a board that offers a retired category of licensure to disclose that information on its internet website. (Based on 02/20/2026 text)

SB 1416 (Wahab, D) Physicians and surgeons: dentists: unprofessional conduct.

Current Text: 02/20/2026 - Introduced **HTML PDF**

Introduced: 02/20/2026

Status: 06/30/2026 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 17. Noes 0.) (June 30). Re-referred to Com. on APPR.



Location: 06/30/2026 - Assembly Appropriations

Summary: Existing law establishes various healing arts boards within the Department of Consumer Affairs, including the Medical Board of California and the Dental Board of California, that license and regulate various healing arts licensees. Existing law, including the Medical Practice Act and the Dental Practice Act, deem certain violations by licensees to be unprofessional conduct subject to discipline by the licensee's licensing board. This bill would reduce the duration for a physician and surgeon or dentist to refund a duplicate payment following patient request or patient notification to 21 days. This bill contains other existing laws. (Based on 02/20/2026 text)

City of Santa Clara
The Center of What's Possible

2026 Q2 Legislative Action Summary

Below is a summary of the actions that were taken during 2026 Q2 in alignment with the City of Santa Clara's 2026 Legislative Advocacy Positions (LAPs), guiding principles for legislative advocacy, approved City policies (e.g., City Council Goals and Priorities), and/or Council action.

Public Safety LAP

- May 27, 2026 Letter of support for a State Budget request to provide an additional $400 million to support implementation of Proposition 36, including funding for probation services, recovery support services, and substance use treatment to Chair of Senate Budget Subcommittee #5, Senator Laura Richardon and Chair of Assembly Budget Subcommittee #6, Assemblymember James Ramos *(Please note, the subcommittee assignments for Senator Richardson and Assemblymember Ramos are listed incorrectly on the submission letter that is provided below. The subcommittee assignments listed above are correct.)*

Regional Issues and Collaboration LAP

- April 24, 2026 Letter of support for AB 1674 (Ahrens) — Food Affordability Act to Assemblymember Patrick Ahrens.

Transportation Issues LAP

- June 22, 2026 Letter of support for the Santa Clara Valley Transportation Authority's (VTA) Central Bikeway Project application for Cycle 8 Active Transportation Program (ATP) funding to the California Transportation Commission

Water Supply and Conservation LAP

- June 4, 2026 Letter of support for Pure Water Silicon Valley's Demonstration Facility and Education Center to Santa Clara Valley Water District Interim Chief Executive Officer, Melanie Richardson

Legislative Advocacy Guiding Principle: Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara

- May 29, 2026 Californians Against Waste sign-on letter of support for AB 762 — Disposable, battery-embedded vapor inhalation device: prohibition and penalties (Irwin & Wilson), which seeks to ban the sale of single-use disposable vaporizer products statewide to the California State Senate

- May 29, 2026 National Stewardship Action Council sign-on letter of support for SB 936 — Nitrous oxide: sales (Blakespeare & Umberg), which seeks to ban sales of nitrous oxide statewide to the California State Senate Public Safety Committee

Multiple Legislative Priorities

- April 9, 2026 Cities Association of Santa Clara County Legislative Action Committee Discussion Bills (Community Services, Human Resources and Public Sector Employment, Regional Issues and Collaboration, Sustainability and Environmental Protection, Transportation Issues LAPs; and Guiding Principles: Support the League of California Cities and National League of Cities on priority bills that benefit Santa Clara, and Protect local revenue sources and prevent unfunded mandates; and Resolution No. 21-9037 Support the Efforts of the Amah Mutsun Tribal Band to Preserve Sargent Ranch/Juristac as Open Space)

- May 14, 2026 Cities Association of Santa Clara County Legislative Action Committee Discussion Bills (Community Services, Emergency Management, Housing, Human Resources and Public Sector Employment, Transportation Issues LAPs)

Council Approved Legislative Action

- June 9, 2026 Letter of support for AB 2231 — California Environmental Quality Act: hospital projects (Ahrens) to Assemblymember Patrick Ahrens

City of Santa Clara
The Center of What's Possible

Lisa M. Gillmor
Mayor

May 27, 2026

The Honorable James Ramos
Chair, Senate Budget Subcommittee #5
1021 O Street, Suite 7340
Sacramento, CA 95814

The Honorable Laura Richardson
Chair, Assembly Budget Subcommittee #6
1021 O Street, Suite 8310
Sacramento, CA 95814

RE: Proposition 36 Funding - Support Request for $400 Million in Funding for Recovery Support Services and Substance Use Treatment

Dear Honorable Members:

On behalf of the City of Santa Clara, I write in support for the budget request led by Assembly Member Stephanie Nguyen and Senator Catherine Blakespear to provide $400 million in additional funding for probation services and other essential programmatic needs necessary to support the implementation of Proposition 36.

With the passage of Proposition 36 (2024), the Homelessness, Drug, Addiction, and Theft Reduction Act, California voters signaled a clear expectation that the state take a more comprehensive approach to addressing substance use, homelessness, and retail theft. The measure enacted significant statutory changes, including the creation of a treatment-mandated felony framework designed to connect individuals to services while reinforcing accountability.

As part of the Bay Area, where communities continue to face complex and interrelated challenges related to substance use, homelessness, and retail theft, the City of Santa Clara recognizes that successful implementation will depend on the availability of treatment options, supervision resources, and coordinated local infrastructure.

The proposed funding would allow jurisdictions to build out critical components of this framework, including expanding access to treatment beds, strengthening supervision capacity, and supporting individualized intervention strategies. These elements are essential to ensuring that the policy functions as intended and produces meaningful outcomes for both individuals and the broader community.

In the absence of adequate resources, local governments will face significant challenges in delivering the balanced approach envisioned by Proposition 36. Sustained investment is necessary to align accountability measures with realistic pathways to rehabilitation.

For these reasons, the City of Santa Clara respectfully urges the Legislature to include this funding in the FY 2026–27 State Budget. This investment is essential to achieving the goals of

April 24, 2026

The Honorable Patrick Ahrens
California State Assembly
1021 O Street, Suite 6110
Sacramento, CA 95814

RE: AB 1674 (Ahrens): Food Affordability Act
City of Santa Clara – Notice of Support

Dear Assembly Member Ahrens:

On behalf of the City of Santa Clara, I am pleased to write in strong support of AB 1674 (Ahrens), which establishes the Food Desert Elimination Grant Program to expand access to healthy, affordable food in underserved communities.

Access to nutritious food is a fundamental component of public health, economic stability, and community well-being. Yet many communities, particularly low-income and low-access areas, continue to face significant barriers to accessing full-service grocery stores. Food deserts are generally understood as communities with both higher poverty levels and limited access to full-service grocery stores, conditions that can significantly impact residents' ability to obtain healthy food.

AB 1674 takes a thoughtful and comprehensive approach to addressing these disparities. By creating a state-administered grant program funded through federal, private, and other nonstate sources, the bill provides critical financial support for grocery store operators and developers to establish or sustain food retail in underserved areas. This includes funding for site development, equipment, staffing, and operational costs; tools that are essential to overcoming the financial barriers that often prevent grocery stores from locating in food deserts.

Importantly, this measure also addresses an often-overlooked challenge: the loss of grocery retail space in new housing developments. By requiring that new housing projects in food deserts either maintain site capacity for grocery stores or provide equivalent mitigation, AB 1674 helps ensure that efforts to expand housing do not unintentionally reduce access to healthy food. This balanced approach supports both housing production and food security, two critical and interconnected priorities for California communities.

AB 1674 provides communities with meaningful tools to support equitable development. The program will help attract and retain grocery stores in underserved neighborhoods, strengthen local economies, and improve health outcomes for residents. Additionally, by prioritizing projects that integrate grocery access into new housing developments, the bill promotes more complete, livable communities.

For these reasons, the City of Santa Clara supports AB 1674 (Ahrens).

Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

Proposition 36 and ensuring communities statewide have the resources to improve public safety and expand access to treatment.

Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

City of Santa Clara
The Center of What's Possible

Mayor

Lisa M. Gillmor

June 22, 2026

California Transportation Commission
c/o Active Transportation Program
1120 N Street, MS-52
Sacramento, CA 95814

Subject: Letter of Support for the VTA Central Bikeway Project, ATP Cycle 8 (Large Infrastructure)

Dear Chair and Commissioners,

As the Mayor of the City of Santa Clara, I am pleased to offer my strong support for the Santa Clara Valley Transportation Authority (VTA) application to the Active Transportation Program (ATP) for the Central Bikeway Project (Project).

The Project will deliver approximately 10.8 miles of continuous, separated bikeway connecting Santa Clara and San José. I am especially mindful of what this corridor means for my own community. It would tie Santa Clara more closely to its neighbors and to the regional transit network, including Berryessa BART and multiple VTA light rail and bus routes. According to VTA, the corridor serves approximately 208,000 residents and connects employment centers, schools, parks, and major transit hubs.

I have spent much of my public life working to reduce traffic and the pollution it causes, and to give residents real alternatives to driving. This Project advances exactly those goals. A VTA-led feasibility study, grounded in corridor-level technical analysis and extensive community engagement, identified tens of thousands of daily trips under five miles along the corridor, a distance well suited to bicycling. Yet current conditions discourage people from making that choice. According to the study, 74% of respondents identified safety as a primary barrier, and many segments today combine high traffic volumes, complex intersections, and limited existing bikeway infrastructure. On April 4, 2024, the Santa Clara City Council approved a resolution that adopted the VTA's Central Bikeway Feasibility Study Final Report.

By providing physically separated facilities, improving crossings, and creating a safer and more predictable environment, the Project would reduce conflicts between travel modes and improve safety for all users, particularly families, youth, older adults, and people with disabilities. These are often the residents least able to rely on a car and most exposed to the gaps in today's network.

The Project also aligns closely with Santa Clara's broader goals. Our city has adopted ambitious climate commitments, and shifting short trips from cars to biking and walking is among the most direct ways to cut greenhouse gas emissions and improve local air quality. Safer, more connected active transportation also supports the shared regional priority of expanding housing near transit and reducing car dependence. The corridor serves equity priority communities, where safe and affordable transportation options are especially important.

This Project reflects strong partnerships among VTA and its local and state partners and builds on substantial prior planning and community engagement. ATP funding would support final design (PS&E), positioning the Project for construction and accelerating delivery of these improvements.

For these reasons, I respectfully urge the California Transportation Commission to fund the Central Bikeway Project through the Active Transportation Program.

Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

City of Santa Clara
The Center of What's Possible

Lisa M. Gillmor
Mayor

June 4, 2026

Melanie Richardson
Interim Chief Executive Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

RE: Support for the Pure Water Silicon Valley's Demonstration Facility and Education Center

Dear Mrs. Richardson:

On behalf of the City of Santa Clara, I am writing to express support for Santa Clara Valley Water District's (Valley Water) Pure Water Silicon Valley Demonstration Facility and Education Center.

Pure Water Silicon Valley is an important regional initiative that aims to meet 10% of Santa Clara County's current and future water demand through non-potable and potable reuse, and this Demonstration Facility is an important step towards that goal. This project will enhance resilience to drought and climate change, while also reducing risks of land subsidence and saltwater intrusion. The construction of this project will help our region reach its long-term sustainability and resiliency goals, benefiting Santa Clara residents and businesses alike.

With California's recent adoption of Direct Potable Reuse (DPR) regulations in 2024, the region is now better positioned to develop this drought-proof resource, and the City strongly supports Valley Water's efforts to advance its Purified Water Program to a large-scale DPR project. Building on the success of the Silicon Valley Advanced Water Purification Center (SVAWPC), and the important collaboration between Valley Water and the cities of San José and Santa Clara, the development of the Pure Water Silicon Valley project to produce up to 24,000 AFY of highly purified water is getting ever closer to reality. This facility will process treated wastewater effluent from the San José-Santa Clara Regional Wastewater Facility (RWF) using advanced processes that include ozone, biological activated carbon (BAC), microfiltration (MF), reverse osmosis (RO), ultraviolet advanced oxidation processes (UV-AOP), and chlorination, in compliance with recently established DPR regulations.

The first phase of the project, the demonstration facility and education center, will be critical to the success of the overall project. This phase involves the design and construction of a DPR demonstration facility (~200 gallons per minute) for testing, operator training, and regulatory data collection, to expedite full-scale implementation and reduce risks and costs. Santa Clara supports Valley Water's work with the State Water Resources Control Board to create the first of its kind facility in California, including a learning center that will enhance public engagement and outreach.

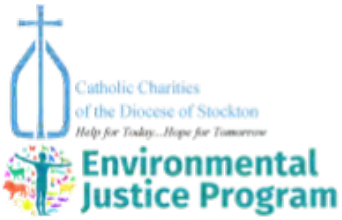
For these reasons, the City of Santa Clara strongly supports this project and efforts Valley Water is undertaking to get this critical water supply project across the finish line.
Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

Californians Against Waste
Rethink Waste
A Public Agency
CALPIRG
ASH
Action on Smoking & Health
WM
NRDC
League of California Cities
Republic Services
CSAC
CPSC
California Product Stewardship Council
RCRC
Oakland Recycles
Sierra Club California
Breathe Southern California
Recology
Waste Zero
PSR LA
Physicians for Social Responsibility Los Angeles
Surfrider Foundation
California Health Coalition Advocacy
ACHD
Association of California Healthcare Districts
Clean Water Action
Los Angeles County Sanitation Districts
Converting Waste Into Resources
Solid Waste Management Agency
Tehama County
CA·Nurses
For Environmental Health & Justice
bcpp
Breast Cancer Prevention Partners
Exposing the Cause is the Cure
WPWMA
Est. 1978
City of San Jose
Capital of Silicon Valley
ReGen Monterey
Rural Counties Environmental Services Joint Powers Authority
ESJPA
SalinasValley Recycles.org
Heal the Bay
SWANA
California Chapters
Legislative Task Force
Azul
Pacoima Beautiful
NSAC
National Stewardship Action Council
EHL
Central San
Central Contra Costa Sanitary District
San Francisco Environment Department
ReThink Disposable
Stop Trash Before It Starts
RecycleSmart
pw
Santa Barbara County
Resource Recovery & Waste Management Division
Innovative Environmental Solutions
California State PTA
everychild. onevoice.
Algalita
ChicoBag
Albatross Coalition
City of Thousand Oaks
ACR Solar
Since 1979
The Story of Stuff Project
OPS: Oceanic Preservation Society
Stop Waste
Atlas Disposal
Project ROPA
7th Generation Advisors
Ivan's Recycling
Glendale Environmental Coalition
Town of Truckee
Plastic Soup Foundation
Northern California Recycling Association
NCRA
Torus
City of Imperial California
west marin environmental action committee
Marin Residents for Public Health Cannabis Policies
350 Ventura County Climate Hub
350BayArea Action
CEAR
Santa Cruz Climate Action Network
The Last Beach Cleanup
The Salvador E. Alvarez Institute for Non-Violence
Zero Waste Sonoma
epic
just zero
Delta Diablo
ZERØWASTEMARIN
Mill Valley Refuse Service
ANR
Americans for Nonsmokers' Rights
Monterey Waterkeeper
CCAT
Friends Committee on Legislation of California
American Bird Conservancy
Marin Sanitary Service
Little Kamper
American Sustainable Business Network

SustainableWorks
Environmental Education and Action
GREEN SCIENCE POLICY INSTITUTE
MERCED COUNTY
RWA
REGIONAL WASTE AUTHORITY
TRASH FREE TRAILS
BAN SUP
PSR
BAY AREA STUDENT ACTIVISTS
BASta
COURAGE CALIFORNIA
CITY OF LONG BEACH
Clean Earth 4Kids.org
SOCAL 350 CLIMATE ACTION
CR&R
environmental services
350ContraCostaAction
TOBACCO CONTROL COALITION
TobaccoFreeSLO.org
350 sacramento
SDPCP
Alliance of Nurses for Healthy Environments
PSR
SF BAY CHAPTER
California
Est. 1923
BLUE OCEAN WARRIORS
SUNRISE BAY AREA
PSI
PRODUCT STEWARDSHIP INSTITUTE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1992
The Last Plastic Straw
SEA HUGGER
NON-TOXIC NEIGHBORHOODS
ELDERS CLIMATE ACTION
NorCal Chapter
YOSEMITE RIVERS ALLIANCE
CITY OF PARLIER
ELDERS CLIMATE ACTION
SoCal Chapter
CLIMATE ACTION NOW!
MOJAVE DESERT & MOUNTAIN RECYCLING
Integrated Waste Management Joint Powers Authority
CLIMATE ACTION
Eco-Catalyst
CITY OF ARCADIA
SAN DIEGO BIRD ALLIANCE
Santa Cruz County
TOBACCO EDUCATION COALITION
CITY OF PETALUMA
1858
DEFEND OUR HEALTH
SAVE OUR SHORES
Community Environmental Council
Bold Climate Action
Acción Climática Audaz
ecology center
FAITH IN ACTION
EAST BAY
SAVE THE BAY
Upstream
ZerOwaste
SAN DIEGO
PlasticFreeMarin
SUSTAINABLE MILL VALLEY
CAL POLY
Center for Health Research
5 GYRES
SCIENCE TO SOLUTIONS
PACIFIC BEACH COALITION
PLASTIC FREE FUTURE
SMOKE FREE AIR FOR EVERYONE
SAFE
Napa Recycling
& WASTE SERVICES
Tri-CED
Community Recycling
plasticpollutioncoalition
LOS ANGELES WATERKEEPER
Social Eco Education
SCPHA
Simply Recycle
Tobacco Prevention Coalition
Contra Costa County
ACTIVE SGV
The Ocean Project
BAPPG
BAY AREA POLLUTION PREVENTION GROUP
A Committee of Bay Area Clean Water Agencies
yli
Equity and Wellness Institute
VEOLIA
PARENTS AGAINST PAVE VAPING E-CIGS
ALAMEDA COUNTY TOBACCO CONTROL COALITION
SESPE CREEK
CITY OF OXNARD
CALIFORNIA
WILMINGTON RECYCLERS
RESOURCE RECOVERY
COALITION OF CALIFORNIA
COUNTY OF ORANGE
CALIFORNIA
RECYCLING & WASTE REDUCTION COMMISSION
of Santa Clara County
gaia
WasteNOT Nevada Co.
CRRA
Ending waste.
STR
South Tahoe Refuse & Recycling Services
CVSan

COUNTY OF ALAMEDA
CALIFORNIA


Catholic Charities
of the Diocese of Stockton
Help for Today...Hope for Tomorrow
Environmental
Justice Program

TM
Children
Now®

May 28, 2026

The Honorable [ ] , Chair
Senate [ ] Committee
[ ] , Suite [ ]
Sacramento, CA 95814

RE: Support for AB 762 (Irwin and Wilson) – Ban on Disposable Vapes – COALITION SUPPORT

Dear Senator [ ],

On behalf of the undersigned organizations, we write in strong support of AB 762 (Irwin and Wilson), which seeks to ban the sale of single-use disposable vaporizer products in California. This critical legislation addresses the alarming environmental, safety, and public health risks posed by these hazardous products, protecting our communities, waste infrastructure, and natural ecosystems from their destructive impact.

Single-use vapes contain embedded lithium-ion batteries, making them not only an unsustainable source of electronic waste but also a significant fire hazard. When improperly discarded—as is often the case—these devices ignite fires in garbage cans, collection trucks, and material recovery facilities (MRFs). These lithium-ion battery fires can reach temperatures of up to 1200°C—equivalent to a welding torch—causing rapid and uncontrollable blazes. The U.K. has already linked disposable vape waste to a staggering 77% increase in waste facility fires over the last year alone. California waste and recycling operators are facing a similar crisis, with escalating fire risks and increased costs in managing this hazardous waste.

Beyond safety concerns, single-use vapes contribute to an egregious waste of valuable resources. The lithium discarded in these devices annually could otherwise power over 2,600 electric vehicles, underscoring the reckless depletion of critical materials. Additionally, the mining and manufacturing of lithium and cobalt—key components of vape batteries—exacerbate environmental degradation and perpetuate environmental justice issues in vulnerable communities.

Disposable vapes are rapidly becoming a dominant form of electronic litter, contaminating highways, parks, and beaches. The Marine Conservation Society reports that these products are now routinely found along coastlines, where they pose an immediate threat to marine life. Unlike cigarette butts, which take up to ten years to degrade, single-use vapes introduce long-lasting toxic pollutants into ecosystems, including residual nicotine, lead, and mercury, which can leach into soil and waterways.

The vast majority of consumers—72%—are unaware that these devices cannot be disposed of in standard recycling or garbage streams. The absence of a standardized, effective collection and recycling process means that single-use vapes are, in reality, unmanageable toxic waste. The current status quo places the burden on local governments and waste management operators, forcing them to treat these hazardous materials at exorbitant costs.

Disposable vapes have driven a troubling surge in youth nicotine addiction. According to recent CDC data, 14.1% of high school students and 3.3% of middle school students report

using e-cigarettes, with a staggering 57.2% of high school users and 45.8% of middle school users favoring disposable vape products. Over 84.8% of teen users report using flavored vapes, including fruit, candy, and menthol varieties, further entrenching nicotine dependence.

Emerging research reveals that disposable vapes expose users to heightened levels of volatile organic compounds (VOCs) and toxic metals such as nickel, cadmium, mercury, and chromium—compounds linked to increased risks of cancer, cardiopulmonary disease, and neurological disorders. This growing body of evidence underscores the urgent need for intervention to protect public health, particularly among vulnerable youth populations.

California has long been a leader in environmental protection and consumer safety, and this bill aligns with global momentum to eliminate single-use disposable vapes. Countries including the U.K., France, Belgium, New Zealand, and Vietnam have already taken decisive action against these products, recognizing the irreversible harm they cause. California must act now to prevent further environmental degradation, public health crises, and economic burdens associated with their unregulated disposal.

For the sake of our environment, public health, and waste infrastructure, we urge you to support AB 762 and move it forward in the legislative process. We appreciate your leadership in tackling this urgent issue and stand ready to support efforts to pass this critical bill.

Sincerely,

The Undersigned Organizations

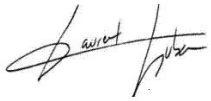
Tony Hackett
Californians Against Waste

Joanne Brasch
California Product Stewardship Council

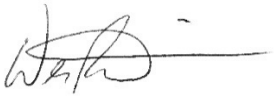
Fiona Hines
California Public Interest Research Group

Joe La Mariana
RethinkWaste

Al Rich
ACR Solar



Laurent Huber
Action on Smoking and Health



Wes Reutimann
Active San Gabriel Valley

Laura Anthony
Albatross Coalition

Emily Wanous
Algalita Marine Research and Education

Tomas Valadez
Azul

Cheryl Auger
Ban Single-Use Plastic

Tigran Agdaian
Breathe Southern California

Janet Nudelman
Breast Cancer Prevention Partners

Vanessa Forsythe, RN, MSN
California Nurses for Environmental Health and Justice

Ector Olivares
Catholic Charities of the Diocese of Stockton – Environmental Justice Program

Andrew Keller
Chico Bag

Mayor David Newman
City of Thousand Oaks

Suzanne Hume
Clean Earth 4 Kids

Kathi King
Community Environmental Council

Irene Kao
Courage California

Andria Ventura
Clean Water Action

Maya Rommwatt
Defend our Health

Martin Bourque
Ecology Center

Dan Silver
Endangered Habitats League

Catherine Dodd, PhD, RN
Families Advocating for Chemical and Toxics Safety (FACTS)

Jim Lindburg
Friends Committee on the Legislation of California

Emily Parker
Heal the Bay

Ivan Pislar
Ivan's Recycling

Kelly Shannon McNeill
Los Angeles Waterkeeper

Patty Garbarino
Marin Sanitary Service

Tim Dewey-Mattia
Napa Recycling and Waste Services

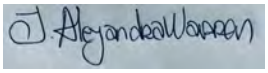
Heidi Sanborn
National Stewardship Action Council (NSAC)

Victoria Rome
Natural Resources Defense Council (NRDC)

Freddy Coronado
Northern California Recycling Association

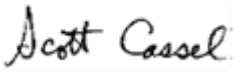
Wanda Redic
Oakland Public Works – Environmental Services Division

Rebecca Aguilar
Oceanic Preservation Society



Alejandra Warren
Plastic Free Future

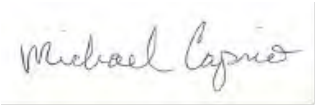
Dianna Cohen
Plastic Pollution Coalition



Scott Cassel
Product Stewardship Institute

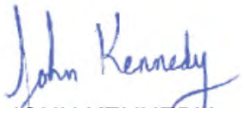
Garen Kazanjian
Recology, Inc.

Felipe Melchor
ReGen Monterey



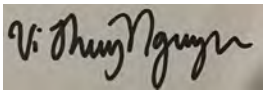
Michael Caprio
Republic Services

Julie Wedge
ReThink Disposable



John Kennedy
Rural County Representatives of California

Patrick Mathews
Salinas Valley Solid Waste Authority



Vi Thuy Nguyen, MD
San Diego Pediatricians for Clean Air

Leslie Robinson
Santa Barbara County Resource Recovery and Waste Management Division

Katie Thompson
Save our Shores

David Lewis
Save the Bay

Gabriela Facio
Sierra Club California

Ivan Pislar
Simply Recycle

Jack Eidt
SoCal 350 Climate Action

Curtis Larkin
Solid Waste Association of North America (SWANA) Legislative Task Force

Jackie Nuñez
The Last Plastic Straw

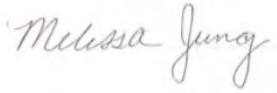
Jennifer Savage
The Surfrider Foundation

Alison Waliszewski
The 5 Gyres Institute

Lauren Bright
Torus Consulting

Jason Toro
TRI-CED Community Recycling

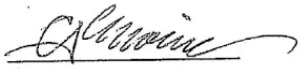
Kristin Kusanovich
tUrn Climate Crisis Awareness and Action



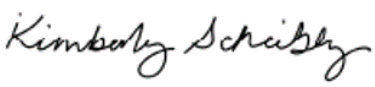
Melissa Jung
Upstream

Christine Wolfe
Waste Management

Ashley Eagle-Gibbs
West Marin Environmental Action Coalition



Charles Moine
Wilmington Recyclers



Kimberly Scheibly
Zero Waste Marin Joint Powers Authority

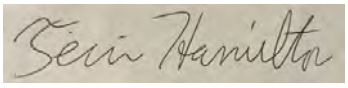
Laura Anthony
Zero Waste Diego

Leslie Lukacs
Zero Waste Sonoma Joint Powers Authority

Katie McCammon
350 Sacramento

Leslie Tamminen
7th Generation Advisors

Katie Huffling
Alliance of Nurses for Healthy Environments

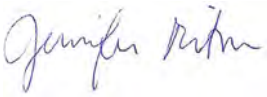


Tevin Hamilton
Physicians for Social Responsibility – Los Angeles

Jonathan Simpson
Little Kamper

Emily Lam
City of San Jose

David Kreuger
RecycleSmart AKA Central Contra Costa County Solid Waste Authority



Jennifer Finton
Breathe California – Sacramento Region

Jacob Sandoval
CA League of United Latin American Citizens

Serena Alvarez
The Salvador E. Alvarez Institute for Non-Violence

Martha Camacho Rodriguez
Social Eco Education

Judith Sorey
350 Bay Area Action

Briget Arndell
City of Arcadia

Hakim Rad
Bay Area Student Activists (BAStA)

Jan Sabriskie, Mayor
Town of Truckee

Timothy Burroughs
StopWaste AKA Alameda County Solid Waste Joint Powers Authority

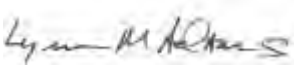
Alex Braicovich
CR&R Environmental Services, Inc.

Dave Sikich
Atlas Disposal

Fawn Liebengood
Blue Ocean Warriors

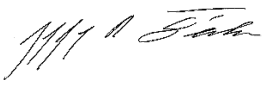
Sam Pearse
The Story of Stuff Project

Sarah Bridge
Association of California Healthcare Districts

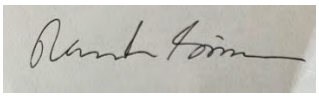


Lynn Adams
Pacific Beach Coalition

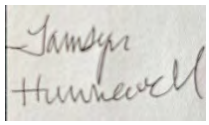
Julia Alber
San Luis Obispo County Tobacco Control Coalition



Jeffery Tillman
South Tahoe Refuse & Recycling Services



Ramesh Srinivasan
Eco-Catalyst



Tamsyn Hunnewell
Sustainable Works

Gene Della Zoppa
Mill Valley Refuse Service

Caitlin Adler
Project Ropa

Jordan Wells
California State Association of Counties

Emily Barnett
Central Contra Costa Sanitary District

Scott Scholz
Western Placer Waste Management Authority

James Moore
Merced County Regional Waste Management Authority

Shell Cleave
SeaHugger

Paul Freund
Tehama County Solid Waste Management Agency

David Levine
American Sustainable Business Network

Kim Konte
Non-Toxic Neighborhoods

Jan Dietrick
350 Ventura County Climate Hub

Harry Wang, MD
Physicians for Social Responsibility – Sacramento

Elisa Kalfayan
Glendale Environmental Coalition

Robert M. Gould, MD
San Francisco Bay Physicians for Social Responsibility

Maria Westerbos
Plastic Soup Foundation

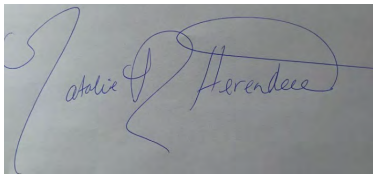
Cynthia Hallett, MPH
Americans for Nonsmokers' Rights

Zahra Janoowalla
Parents Against Vaping

Paul Gao
California Electronic Asset Recovery (CEAR)

Laura Suarez
Veolia North America

Michelle Leopold
Marin Residents for Public Health Cannabis Policies

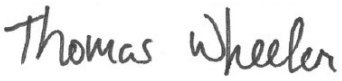


Natalie Herendeen
Monterey Waterkeeper

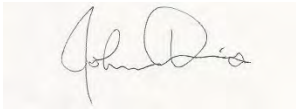
Dom Ferris
Trash Free Trails

Peggy Flynn
City of Petaluma

Chelsea Sutula
Sespe Creek Collective Inc.



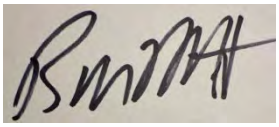
Thomas Wheeler
Environmental Protection Information Center (EPIC)



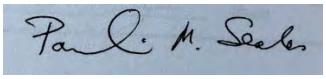
John Davis
Mojave Desert and Mountain Recycling Authority

Jan Dell
The Last Beach Cleanup

Jane Williams
California Communities Against Toxics

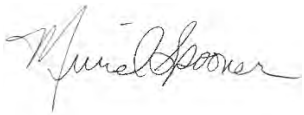


Bill Mott
The Ocean Project



Pauline Seales
Santa Cruz Climate Action Network

Peter Blair
Just Zero

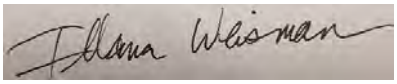


Muriel Spooner
San Diego Bird Alliance

Michael Mulligan
NorCal Elders Climate Action

Richard Burke
SoCal Elders Climate Action

Vince De Lange
Delta Diablo



Illana Weisman
350 Contra Costa Action

E. Hardy Kern III
American Bird Conservancy

Marc Carrel
Breathe Southern California

Peter Drekmeier
Yosemite Rivers Alliance

Todd Benson
Faith in Action East Bay

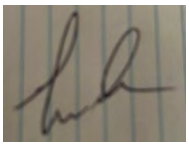
Markos Major
Climate Action Now!

Luz Sotelo
Santa Cruz County Tobacco Education Coalition

Jinesse Reynolds
PlasticFreeMarin

Marilyn Price
Sustainable Mill Valley

Valerie Noble
California Health Coalition Advocacy



Larry Selkow
Southern California Public Health Association

Sarah Gao
Sunrise Bay Area

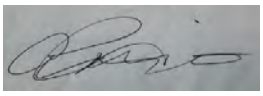
Hamida Yusufzai
Alameda County Tobacco Control Coalition

Veronica Pardo
Resource Recovery Coalition of California

Wanda Redic
California Resource Recovery Association (CRRA)

Roland Williams
Castro Valley Sanitary District

Alison Ventura, PhD
Cal Poly Center for Health Research



Andrea Portenier
Smokefree Air For Everyone

Veronica Padilla
Pacoima Beautiful

Patricia Barahona
Youth Leadership Institute

Maleek Oladunjoye
Tobacco Prevention Coalition (Contra Costa)

Robert Serrato
City of Oxnard

Shirley Freriks
WasteNOT Nevada County

Bryan Mekechuk

Robert C. Ferrante
Los Angeles County Sanitation Districts

Tedd Ward
Del Norte Solid Waste Management Authority (Joint Powers Authority)

Dr. Tamu Green
Equity and Wellness Institute

Rebecca Fuoco
Green Science Policy Institute

Autumn Ross
Bay Area Pollution Prevention Group

Melissa Sparks-Kranz
League of California Cities

Sirine Rached
Global Alliance for Incinerator Alternatives (GAIA)

Mayor Rex Richardson
City of Long Beach

Santa Clara County Recycling and
Waste Reduction Commission

Susan S. Muranishi
County of Alameda

Staci Heaton
Rural Counties Environmental Services
Joint Powers Authority

Tyrone Jue

Tyrone Jue
San Francisco Department of the
Environment

Carley Clemons
Children Now

Mayor Lisa M. Gillmor
City of Santa Clara

cc: Members, Assembly Appropriations Committee
Members, Assembly Environmental Safety and Toxics Materials Committee
Members, Assembly Business and Professions Committee
Authors, Asm. Irwin and Asm. Wilson

August 11, 2026
The Honorable Buffy Wicks, Chair
Assembly Committee on Appropriations
1021 O Street, Suite 8220
Sacramento, CA 95814

RE: SUPPORT: SB 936 (Blakespear and Umberg) Nitrous Oxide Sales

Dear Chair Wicks,

We, the undersigned, write to express our **strong support for SB 936 as amended July 2nd, 2026**, co-sponsored by the National Stewardship Action Council (NSAC), the Rural County Representatives of California (RCRC), County of Orange, and San Diego County District Attorney Summer Stephan, which will ban sales of nitrous oxide in a container that is more than 8 grams or which is marketed or has the taste or smell of any food, which is widely used as an illicit recreational inhalant having devastating effects on users and public safety causing permanent health problems and even death for the users.

While the public health and safety impacts are extraordinary, the large nitrous oxide cylinders are showing up in publicly funded hazardous waste facilities and have quickly become an expensive waste management problem and additionally expose waste management workers to the danger of explosion as compressed gas cylinders can explode when compacted.

Local governments are responsible for the collection, processing, recycling and disposal of solid waste, including the operation of local household hazardous waste (HHW) collection programs. Local governments often contract with solid waste enterprises to provide hazardous waste collection services. These programs typically offer residents free drop-off of HHW; however, the cost to manage containers is significant, as these cylinders cost between $70-$120 each to properly puncture, evacuate, crush, ship and manage, and puts serious financial pressure on local governments that operate them. While some consumers properly dispose of nitrous oxide cylinders at the local HHW collection facility, others are found littered in the streets or placed in recycling carts because residents believe their metal content makes them recyclable or disposed of in the trash which is illegal. These must be diverted to the local HHW facilities. The cost for

local governments to manage nitrous oxide cylinders exceeds the initial purchase price that consumers pay at the point of sale as they can be purchased for $40-$70 each but typically cost local agencies almost double that to manage.

Local governments and the solid waste industry have no control over what products are introduced into the marketplace and for which we will ultimately be responsible for managing. By banning the sale of large nitrous oxide containers, SB 936 will significantly reduce cost pressures and management challenges for local solid waste programs and increase the safety for their operators while also protecting public health.

There are too many stories of how people are addicted to inhaling "laughing gas", which is no laughing matter, and it is resulting in permanent health impacts and death to users and to others who are dying because of drivers passing out at the wheel of vehicles. Abuse of N2O is destroying families, adding to litter problems, and in general is making life worse for Californians from public health and safety impacts to endangering sanitation workers and increasing costs and blight.

For these reasons, we are pleased to support your SB 936. Please do not hesitate to contact us if you have any questions.

Sincerely,

Heidi Sanborn, CEO
National Stewardship Action Council

Gio Cortes, Recycling Programs Specialist
City of Escondido

Leslie Lukacs, Executive Director
Zero Waste Sonoma

James Moore, Director
Merced County Regional Waste Management Authority

Suzanne Hume, Educational Director & Founder
CleanEarth4Kids.org

Kimberly Scheibly, Executive Director
Zero Waste Marin

Catherine Dodd, Health Advisor
FACTS Families Advocating for Chemical and Toxics Safety

Jackie Nuñez, Founder
The Last Plastic Straw

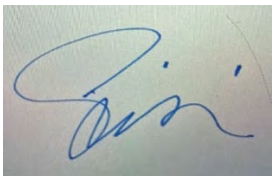
Bryan Mekechuk, Chair
Santa Clara County Recycling and Waste Reduction Commission

Felipe Melchor, General Manager
ReGen Monterey

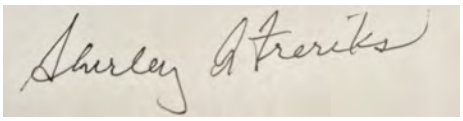
Kent Holm, Environmental Services Director
Douglas County, Nebraska

Marketa Houskova, DNP, RN, CEO
American Nurses Association, California

David Button, President
South San Francisco Scavenger Co., Inc

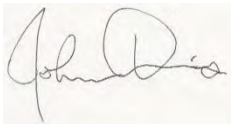


Sasha Del Giorgio, Management Analyst
San Luis Obispo County Integrated Waste Management Authority

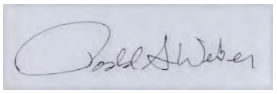


Shirley Freriks, WasteNOT Lead
Nevada County Climate Action Now

Tony Hackett, Policy Associate
Californians Against Waste



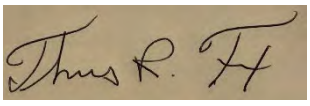
John Davis, Administrator
Mojave Desert and Mountain Recycling Authority



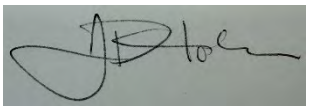
Todd Weber, Volunteer, Chapter Co-Leader
Elders Climate Action (ECA) Northern California (NorCal) Chapter

Richard Burke, Founder, Chapter Leader
Elders Climate Action (ECA) Southern California (SoCal) Chapter

Barbara Bella, Co-chair Neighborhood Enhancement
Russian Hill Neighbors



Thomas Fox, Senior Legislative Counsel
Center for Environmental Health



Jeff Holden, Founder & Host
The NonProfit Podcast Network

Tracie Onstad Bills, Executive Director
California Resource Recovery Association
(CRRA)

Mayor Lisa M. Gillmor
City of Santa Clara

Item 3. Early Bill Review (Discussion and Potential Action)

SB 1013 (Cervantes): Automated license plate recognition systems	
Summary: Existing law prohibits a public agency, which includes the state, a city, a county, a city and county, or any agency or political subdivision of the state, a city, a county, or a city and county, including, but not limited to, a law enforcement agency, from selling, sharing, or transferring automated license plate recognition (ALPR) information, except to another public agency, and only as otherwise permitted by law. Existing law defines ALPR information as information or data collected through the use of an ALPR system. This bill would provide that "public agency" does not include a transportation agency, a public transit operator, or a local department of transportation or public works department, as specified. The bill would, beginning January 1, 2027, require new, updated, expansions of, or addendums of contractual agreements with ALPR vendors, manufacturers, or suppliers to mandate that no default access is provided to any national ALPR database and that an agency's collected scans are by default not accessible to any other agency, and would impose new requirements on sharing between California state law enforcement agencies. The bill would authorize a law enforcement agency to use ALPR information only for purposes of locating vehicles or persons when either are reasonably suspected of being involved in the commission of a public offense. **Enforcement:** The bill would prohibit a public agency from retaining ALPR information for more than 30 days after the date of collection if it does not match information on an authorized hot list, as defined, and as of January 1, 2027, would require a public agency to delete all ALPR information that has been held for more than 30 days and does not match information on an authorized hot list within 14 days. By imposing new requirements on public agencies, which include local agencies, this bill would impose a state-mandated local program.	
Legislative Advocacy Policy (LAP) Alignment:	None
City Position:	No Action - This measure falls outside of the City's LAPs

SB 1159 (Cabaldon): Artificial intelligence: transparency and governance
Summary: This bill defines a person for the purposes of public processes including the Bagley-Keene Open Meeting Act, the Brown Act, Public Records Act, the Political Reform Act, the Administrative Procedure Act, and CEQA, as not artificial intelligence. The California Constitution provides that people have the right of access to information concerning the conduct of the people's business. Various provisions of existing law, including the California Public Records Act, the Bagley-Keene Open Meeting Act, and the Ralph M. Brown Act, provide, with some exceptions, for public access to government records and

meetings of government bodies. Among those acts, the California Public Records Act defines "person" to include any natural person, corporation, partnership, limited liability company, firm, or association.

This bill would specify that, for purposes of the California Public Records Act, the Bagley-Keene Open Meeting Act, the Ralph M. Brown Act, the Political Reform Act of 1974, the Administrative Procedure Act, and the California Environmental Quality Act (CEQA), "person," "interested person," "participant," "member of the public," as applicable, and any other similar terms under each act referring to those who may engage with governmental agencies, do not include artificial intelligence, as defined, systems, autonomous agents, robots, or other nonhuman entities, whether physical or digital.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**Regional Issues and Collaboration LAP:** "Monitors legislation related to artificial intelligence (AI) and its impact on communities through the direct application of AI, the job and economic opportunities generated through AI-related employers, and the impact on regional resources." *See also,* "Support efforts to modernize the Brown Act, particularly as in pertains to the rules related to usage of, and public notice requirements for, remote videoconferencing technology for meetings."
City Position:	Support

AB 1761 (Rogers): Electricity: calculation methodology: data disclosure

Summary:
AB 1761 (Rogers) would improve data transparency on electricity bills by requiring the California Public Utilities Commission and Investor Owned Utilities to disclose all the data used to calculate Power Charge Indifference Adjustment (PCIA) fee costs. The PCIA is paid for by Community Choice Aggregator (CCA) customers, but not all of the data used to calculate the costs are shared. Increasing transparency on this fee will help provide more eyes on the fee to make sure it is calculated correctly. This data also helps stakeholders understand the ratepayer impacts of any policy changes to the PCIA.

This bill would require the Public Utilities Commission to ensure that all data serving as a basis for any decision or ruling issued by the commission, or in any proposal or analysis provided by commission staff, for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover costs associated with contracts, electrical corporation-owned generation, or any other resource or value included in that charge and any other charge derived

from those costs, is made available to load-serving entities and ratepayer advocates on behalf of customers.

The bill would require the commission to require an electrical corporation or other party, in submitting a proposal or analysis for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover costs associated with contracts, electrical corporation-owned generation, or any other resource or value included in that charge and any other charge derived from those costs, to make all data serving as a basis for that proposal or analysis available to load-serving entities and ratepayer advocates on behalf of customers. The bill would require that data meets specified requirements, including that it is made through public disclosure, except for market-sensitive data.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	None
City Position:	No Action - This measure falls outside of the City's LAPs

AB 2517 (Calderon): Fire safety: fire hazard severity zones

Summary:
Existing law requires the State Fire Marshal to identify areas in the state that are not state responsibility areas, commonly known as local responsibility areas, as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas.

Existing law requires the State Fire Marshal to periodically review and make recommendations relative to very high fire hazard severity zones within local responsibility areas. Under current law, this review is required to coincide with review of state responsibility area lands every 5 years and, when possible, fall within the timeframes for each county's general plan update. Existing law requires a local agency to designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving the recommendations from the State Fire Marshal.

Existing law authorizes a local agency to, at its discretion, include areas within its jurisdiction not identified as very high fire hazard severity zones by the State Fire Marshal as very high fire hazard severity zones and areas not identified as moderate and high fire hazard severity zones by the State Fire Marshal as moderate and high fire hazard severity zones. Under existing law, a local agency is required to transmit a copy of an adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. Existing law provides that changes made by a local agency to the recommendations made by the State Fire Marshal are final.

This bill would require the State Fire Marshal to, no fewer than 180 days before finalizing the designation of local responsibility areas as moderate, high, and very high fire hazard severity

zones, post specified information on its public internet website, conduct regional public workshops to receive oral public comments and consider those comments, host a 30-day public comment period to receive written comments from interested stakeholders and respond to all written comments by local agencies within 30 days of the end of the public comment period, and coordinate with other state agencies to help educate the public during the public workshops, as specified.

The bill would also require, on or before January 1, 2030, and every 5 years thereafter, the State Fire Marshal to review the local responsibility area lands designated as moderate, high, and very high fire hazard severity zones and to recommend changes.

The bill would no longer require this review to, when possible, fall within the timeframes for each county's general plan update. The bill would authorize a local agency to, at its discretion, increase the level of fire hazard severity applicable to a parcel in its jurisdiction if a parcel contains 2 or more designations, so that the higher level of fire hazard severity would apply to the entire parcel. The bill would require the State Fire Marshal to publish within 60 days the local ordinance transmitted to the board, as described above, on its internet website.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	None
City Position:	No Action - This measure falls outside of the City's LAPs

SB 894 (Allen): Wildfire resiliency: financial assistance

Summary:
This bill would establish the California Wildfire Resilience Loan Program and would require the California Alternative Energy and Advanced Transportation Financing Authority to administer the program to provide financial assistance for projects and activities to reduce wildfire-related risks and losses including home hardening and defensible space improvements, as provided, and would make related changes.

Specifically, this bill would:
1) Add to the purposes of CAEATFA the advancement of increasing the adoption of wildfire resilience improvements that reduce wildfire-risk related risk and losses by promoting facilities, projects, improvements, and measures intended to reduce wildfire risk, enhance structure survivability, or improve community resilience to wildfire.

2) Establish the California Wildfire Resilience Loan Program (Loan Program) to be developed and administered by CAEATFA.

3) Establish the goals of the Loan Program as:
Reducing local and statewide wildfire losses through wildfire resilience improvements to residential, multifamily, mixed-use, nonprofit, or small business property. Improving insurability and resilience of

communities vulnerable to wildfire risk. Increasing the defensible space around and hardening of residential, multifamily, mixed-use, nonprofit, or small business property to mitigate wildfire risk, thereby reducing the emission of greenhouse gases from wildfires and associated air pollution. Reduce the upfront and overall cost to eligible property owners of obtaining private financing for wildfire resilience improvements and expand access of eligible property owners to private financing tools for wildfire resilience improvements. 4) Establish that the Loan Program may include, but not be limited to, establishment of a loan loss reserve, interest rate buy-downs, and other credit enhancements. 5) Establish eligible wildfire resilience improvements, including: Home hardening; Smoke mitigation; and Other risk reduction measures. 6) Make financial assistance under this Loan Program available to eligible properties statewide. 7) Authorize CAEATFA to enter into partnerships or referral arrangements to facilitate the referral of eligible applicants, aggregating demand, or facilitating bulk purchasing or contracting agreements. 8) Authorize CAEATFA to consult with the SFM to establish procedures for verifications of improvements financed through the program for the purposes of program integrity, evaluation, and continuous improvement. 9) Authorize CAEATFA to enter into agreements, upon appropriation by the Legislature, to design, develop, maintain, and operate a public-facing internet website for the Loan Program. **Enforcement: N/A**	
Legislative Advocacy Policy (LAP) Alignment:	**Sustainability and Environmental Protection LAP**: "Support legislation and funding for resiliency to develop home hardening, defensible space at the home and neighborhood level".
City Position:	Support
SB 899 (Grove): Fire prevention: Wildfire and Forest Resilience Task Force: wildfire smoke	

Summary:
This bill would require the Wildfire and Forest Resilience Task Force to assess the health costs and impacts of wildfire smoke, and to develop a model to determine the health benefits of achieving the goals of the Wildfire and Forest Resilience Action Plan.

Existing law requires the Wildfire and Forest Resilience Task Force to develop a comprehensive implementation strategy to track and ensure the achievement of the goals and key actions identified in the state's "Wildfire and Forest Resilience Action Plan," as provided. Existing law requires, on or before March 1, 2026, and every 5 years thereafter, the task force to update the action plan.

This bill would require the task force, on or before July 1, 2028, and in cooperation with the Office of Environmental Health Hazard Assessment and the State Department of Public Health, to assess the health costs and impacts of wildfire smoke using existing wildfire smoke and health data, as provided. The bill would require the task force, in developing this assessment, to, among other things, develop a model to determine the approximate health benefits of achieving the goals identified in the action plan and make recommendations on how the action plan can increase its health benefits.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	None
City Position:	No Action - This measure falls outside of the City's LAPs
Additional Staff Comments/Dept. Implications:	No direct impact to the City of Santa Clara. Recommend watch position on this bill.

SB 949 (Becker): Environmental protection: Natural Resources Agency: resource of statewide

Summary:
Existing law establishes the Natural Resources Agency, composed of departments, boards, conservancies, and commissions responsible for the restoration, protection, and management of the state's natural and cultural resources.

This bill would designate the Santa Cruz Mountains, as defined, as a resource of statewide significance that requires special protection, as defined. The bill would require the Natural Resources Agency and its boards, departments, and conservancies, to the extent that resources are available, and when appropriate, to encourage collaborative stewardship approaches that support the protection, restoration, and preservation of the Santa Cruz Mountains, among other things.

This includes:
a) Protection, restoration, and preservation of the Santa Cruz Mountains' natural ecosystems.

b) Restoration and preservation of wildlife habitat in the Santa Cruz Mountains. c) Promotion of healthy forest management in the Santa Cruz Mountains. d) Improvement of watershed management in the Santa Cruz Mountains. e) Development and maintenance of trails for public access and other recreational opportunities in the Santa Cruz Mountains. f) Promotion of the long-term sustainability and conservation of working lands in the Santa Cruz Mountains to ensure they remain viable while contributing to the region's overall environmental health. g) Collaboration with local tribes to protect tribal cultural resources, partner on restoration and management efforts, and support opportunities for tribal access, cultural practices, and the potential for co-management of ancestral lands in the Santa Cruz Mountains. h) Promotion of voluntary stewardship on public and private lands in the Santa Cruz Mountains through technical assistance, conservation easements, incentive programs, and multi-benefit projects that contribute to the landscape-level goals of ecological health and climate resilience. **Enforcement: N/A**	
Legislative Advocacy Policy (LAP) Alignment:	Partial alignment to **Community Services LAP:** "Supports legislation and funding that promotes increased access to parks, open space, and outdoor recreational opportunities." "Supports efforts to restore the nature environment specially through parks: revegetation, reforestation, and urban forestry programs."
City Position:	No Action - The bill includes multiple components that cannot be captured in its entirety by existing City LAPs

Item 4. Propose Bills for Discussion at Next Legislative Action Committee Meeting

SB 922 (Laird): Vehicles: local agency charges: use of streets or highways
Summary: Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill would expressly limit this prohibition to charges based on weight. The bill would also explicitly state that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to

provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. The bill would provide that nothing in the Vehicle Code prohibits a local agency from imposing or collecting this fee, charge, or surcharge. The bill would delete obsolete references and make other technical changes.

This bill allows cities to assess fees or charges, as part of franchise fee agreements, to recover costs of street maintenance, repair, and other costs to provide a public service (such as waste hauling). This bill is a clarification, in response to a recent lawsuit, that cities maintain the authority to collect fees for these purposes. Without this clarification, additional cities may be subject to lawsuits that would eliminate the ability to utilize franchise fee revenue for street maintenance.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**Transportation Issues LAP:** "Support legislation and efforts that provide funding for diverse transportation projects, such as local streets and roads improvements, shuttle programs, public transit, railroad crossing improvements, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements."
City Position:	Support

AB 1821 (Pacheco): California Public Records Act: agency response time

Summary:
Existing law, the California Public Records Act, requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law.

Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons therefor. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined.

This bill would extend the time that local agencies have to respond to public records act requests, from 10 days to 14 business days.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**Human Resources and Public Sector Employment LAP:**

	"Supports efforts to update the Public Records Act process that balance public agencies' resources while maintaining transparency and accountability".
City Position:	Support

Item 3. Early Bill Review (Discussion and Potential Action)

AB 1821 (Pacheco) – Public Records Act: response time	
Summary: This bill extends the deadlines for public agencies to provide an initial response to a public records request by converting the current "calendar day" deadlines to a "business day" standard**.** The California Public Records Act requires each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, to make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable, except with respect to public records exempt from disclosure by express provisions of law. Existing law requires each agency, within 10 days of a request for a copy of records, to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person of the determination and the reasons, therefore. Existing law authorizes that time limit to be extended by no more than 14 days under unusual circumstances, as defined. This bill would instead require each agency to determine whether the request seeks copies of disclosable public records in possession of the agency and to promptly notify the person as described above within 10 business days of a request for a copy of records **Potential Impact:** Would provide City staff with additional time to respond to PRA requests. **Enforcement:** N/A	
Legislative Advocacy Policy (LAP) Alignment:	**Human Resources and Public Sector Employment LAP:** Supports efforts to update the Public Records Act process that balance public agencies' resources while maintaining transparency and accountability.
City Position:	Support
AB 2296 (Papan) – Regional Housing Needs Allocation **(CalCities Sponsored bill)**	
Summary: This bill extends various timelines in the regional housing needs determination and allocation (RHNA) process and requires HCD to provide specific analysis or text to local governments to remedy deficiencies in their draft housing elements. Specifically, among other provisions, this bill: • Extends the time by which each COG or delegate subregion must develop, in consultation with HCD, a proposed methodology for distributing the RHNA to local governments within the region or subregion, from at least two years prior to the scheduled housing element revision to at least two and one-half years prior, and for the seventh housing element cycle, applies this change to housing elements adopted after 2027.	

- Extends the time by which each COG and delegate subregion must distribute a draft RHNA to each local government in the region or subregion and to HCD, and to publish the draft RHNA on its website, from at least one and one-half years before the scheduled housing element revision to at least two years prior and, for the seventh housing element cycle, applies this change to housing elements adopted after 2027.
- Requires HCD, if it finds a draft housing element or amendment does not substantially comply with housing element law, to do both of the following in a written communication to the planning agency:
    - Identify and explain the specific deficiencies in the draft element or draft amendment, including a reference to each subdivision of specified law with which the draft does not comply.
    - Provide the specific analysis or text that HCD expects the planning agency to include in the draft to remedy the deficiencies identified under item a, above.
- Requires HCD to review any change made to a housing element and report its findings to the planning agency within 30 days of receipt of any change, instead of 60 days.
- Requires a local government's legislative body to consider HCD's findings and the specific analysis or text required by HCD prior to the adoption of its draft element or draft amendment.

Potential Impact:
Would provide City staff with additional time to analyze RHNA requirements and prepare housing elements. Would provide City staff with more detailed information from HCD during the housing element review process.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**LAP Guiding Principles:** Support the League of California Cities and National League of Cities **Housing LAP:** Support legislation that would require the Department of Housing and Community Development to consistently provide timely detailed review and clear, consistent and specific requirements for achieving Housing Element certification and pro-housing designation, to further streamline the local jurisdictions' housing policy review and adoption processes.
City Position:	Support

SB 1167 (Blakespear) – E-Bikes

Summary: This bill would revise the definitions of electric bicycles (e-bikes), motor driven cycles, and mopeds, update the labeling and disclosure requirements for manufacturers and sellers of these devices, and expand prohibitions on false advertising and unfair competition related to e-bikes.

Among other things, this bill would:

- Explicitly exclude from the definition of e-bike a vehicle with motor power of more than 750 watts, a vehicle capable of attaining a speed greater than 20 mph on motor power alone, a vehicle with a motor capable of providing assistance when the vehicle reaches a speed exceeding 28 mph without pedal assistance, a motorcycle, moped, motorized scooter, off-highway electric motorcycle (eMoto), pocket bike, or recreational off-highway vehicle, as specified.
- Specify that advertising or selling a motor-driven cycle as an e-bike, or a device that is explicitly excluded from the definition of an e-bike, shall constitute a misleading statement in violation of unfair competition and false advertising laws, as specified.
- Add to the definition of a motor-driven cycle vehicles that are propelled by an electric motor of less than 3,750 watts that produces 5 brake horsepower or less, are designed for highway use, and comply with all applicable federal motor safety standards.
- Clarify that an electric bicycle, moped, motorized scooter, pocket bike, or recreational off-highway vehicle is not a motor-driven cycle and shall not be advertised, sold, offered for sale, or labeled as a motor-driven cycle.
- Require motor-driven cycles and mopeds propelled by an electric motor and manufactured after January 1, 2027, to be equipped with a lamp-type turn signal system, and require motor-driven cycles whose speed attainable in one mile is 30 mph or less to also have a lamp-type turn signal.
- Authorize a peace officer to remove a prohibited device described above if a person is operating the unauthorized device on a highway or public-right-of-way.
- Require an e-bike label to include the name of the brand, the manufacturer, importer, or distributor of the e-bike, the e-bike classification number, and the top assisted speed and motor wattage of the e-bike.
- Require a moped or motor-driven cycle label to include the name of the brand, the manufacturer, importer, or distributor of the moped or motor-driven cycle, the word "moped" or "motor-driven cycle," and the top assisted speed and motor wattage, if applicable, of the moped or motor-driven cycle.
- Require any incident report filed by a peace officer for an injury or crash involving an electric bicycle, moped, or motor-driven cycle to include all of the information provided on the device's label. If the device does not have the marking or label, the incident report must indicate that a marking or label was not available.
- Provide that it is unlawful for a person to sell an e-bike, moped, or motor-driven cycle in violation of these labeling and disclosure requirements.

Potential Impact: May lead to reduced incidents, and increased safety, surrounding the use of e-bikes in the City.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**Transportation Issues LAP:** Support legislation that promotes the safe operation of e-bikes, including requirements for safety training, helmets and safety equipment appropriate for the class of e-

	bike being operated, and age-appropriate restrictions for certain classifications of e-bikes.
City Position:	Support
SB 949 (Becker): Environmental protection: Natural Resources Agency: resource of statewide	
Summary: This bill would establish the Santa Cruz Mountains as a landscape of statewide significance that requires special protection. The measure would require the Natural Resources Agency and its boards, departments, and conservancies to encourage collaborative stewardship approaches that support the protection, restoration, and preservation of the Santa Cruz Mountains' natural ecosystems, wildlife, forest management, watershed management, and recreational opportunities. Existing law establishes the Natural Resources Agency, composed of departments, boards, conservancies, and commissions responsible for the restoration, protection, and management of the state's natural and cultural resources. This bill would designate the Santa Cruz Mountains, as defined, as a resource of statewide significance that requires special protection, as defined. The bill would require the Natural Resources Agency and its boards, departments, and conservancies, to the extent that resources are available, and when appropriate, to encourage collaborative stewardship approaches that support the protection, restoration, and preservation of the Santa Cruz Mountains, among other things. This bill would make legislative findings and declarations as to the necessity of a special statute for the Santa Cruz Mountains covering portions of the Counties of San Mateo, Santa Clara, and Santa Cruz. **Potential Impact:** Ongoing environmental stewardship of regional open space and natural amenities **Enforcement:** N/A	
Legislative Advocacy Policy (LAP) Alignment:	Partial alignment with **Community Services LAP:** "Supports legislation and funding that promotes increased access to parks, open space, and outdoor recreational opportunities." "Supports efforts to restore the nature environment specially through parks: revegetation, reforestation, and urban forestry programs."
City Position:	Watch - The bill includes multiple components that cannot be captured in its entirety by existing City LAPs
AB 1708 (Solache) – HHAP Round 8: smaller jurisdictions	

Summary: This bill, beginning with funding allocations under round 8 of the Homeless Housing, Assistance, and Prevention (HHAP) program, requires a round 8 regionally coordinated homelessness action plan to include certain components necessary to allocate a portion of the funding to smaller jurisdictions.

Specifically, this bill:

- Defines "smaller jurisdiction" to mean a city with a population under 300,000.
- Requires HHAP round 8 to include a description of programs and interventions provided by smaller jurisdictions that serve the objectives and goals of HHAP.
- Requires HHAP round 8 to include an analysis that contains, among other items, an analysis of how local, state, and federal funding can be allocated to support programs identified for smaller jurisdictions.
- Allows a region receiving funding under HHAP round 8 to allocate a portion of that funding to smaller jurisdictions to support the programs in the regional plan.
- Requires a region to establish a transparent and publicly available process through which smaller jurisdictions may apply for or otherwise access funding that includes, but is not limited to, timelines, evaluation criteria, and decision-making formulas.
- Requires a smaller jurisdiction to do the following to be eligible for HHAP round 8 funding: (a) have a compliant housing element, (b) have adopted a local encampment policy consistent with administration guidance, (c) demonstrate how its past actions, programs, and appropriation of funds have served the objectives and goals of the regionally coordinated homelessness action plan and the intent of the HHAP, and (d) adopt a resolution that commits to participating in, and complying with, the regionally coordinated homelessness action plan.

Potential Impact: Promotes regional collaboration for the state's primary homelessness program and establishes a path for accessing program funding in future rounds.

Enforcement: N/A

Legislative Advocacy Policy (LAP) Alignment:	**Housing LAP:** Support legislation and efforts that provide resources for small to medium sized cities, including funding for staffing, to plan and implement strategies that address the impacts of homelessness on public facilities and services.
City Position:	Support

SB 922 (Laird) – Local agency charges: use of streets or highways
(CalCities Sponsored bill)

Summary: This bill allows local agencies to impose taxes, permit fees, or other charges for the privilege of using its streets or highways provided they are not based on weight to recover costs for street repair and public services. The measure states that fees, charges, or surcharges for local agencies to recover costs of street maintenance, repair, and other costs to provide public services do not count as a tax, permit fee, or other charge for the privilege of using its streets or highways.

This measure seeks to restore local agencies' ability to include road repair costs in their waste hauling fees, which the *Rogers v. Redlands* decision prohibited. Second, it seeks to limit the prohibition on fees for the privilege of using roads to weight fees so that other charges do not face similar legal challenges to those in *Rogers*. **Potential Impact:** Would allow the City to continue to utilize revenue derived from franchise fee agreements for local road maintenance and rehabilitation. **Enforcement:** N/A	
Legislative Advocacy Policy (LAP) Alignment:	**LAP Guiding Principle:** Support the League of California Cities and National League of Cities; Protect local revenue sources and prevent unfunded mandates;
City Position:	Support
AB 2385 (Petrie-Norris) – Local reconstruction agencies	
Summary: This bill authorizes local governments to establish a local reconstruction agency (LRA) with broad powers to coordinate recovery efforts in an area impacted by disaster. This bill allows an LRA to utilize property tax increment financing and to issue bonds. This bill specifies the board structure of an LRA and requires the LRA to specify a date on which it will cease to exist. This date must not be more than 45 years from the date on which a bond is issued, or the issuance of a loan is approved. This bill also expands the ability of a disaster recovery plan, and ordinances a local government is already statutorily authorized to prepare in order to facilitate fast and efficient recovery and reconstruction following a disaster, to cover the full span of the recovery process. This bill specifies the elements that may be included in the contingency plan of action and organization and requires LCI and Cal OES to provide assistance with plans and ordinances. **Potential Impact:** In the event of a disaster, would provide the City a means of generating long-term revenue to aid with the disaster recovery. **Enforcement:** N/A	
Legislative Advocacy Policy (LAP) Alignment:	**Emergency Management LAP:** Supports federal and state efforts to help mitigate the economic impacts from all-hazard emergencies on the City and its' businesses and residents.
City Position:	Support

June 9, 2026

The Honorable Patrick Ahrens
California State Assembly
1021 O Street, Suite
Sacramento, CA 95814

RE: AB 2231 (Ahrens): California Environmental Quality Act: Hospital Projects
City of Santa Clara – Notice of Support

Dear Assembly Member Ahrens,

On behalf of the City of Santa Clara, I am pleased to express our support for AB 2231 (Ahrens), which adopts a targeted and time-sensitive approach to advancing the development of critical health care infrastructure in California. While projects of this scale have important local implications, including impacts on infrastructure, public, services, and long-term land use planning, AB 2231 preserves the City's role in evaluating the project through its local land use discretionary authority and does not predetermine the outcome of any City entitlement, fiscal, operational, or mitigation decision.

AB 2231 would provide a streamlined California Environmental Quality Act (CEQA) process for qualifying hospital construction projects in the Cities of Emeryville and Santa Clara and would require project applicants to meet defined labor standards, including the payment of prevailing wages and the use of a skilled and trained workforce. This measure responds to the urgent need to expedite hospital construction timelines in the face of anticipated federal health care funding reductions and increasing demand for medical services.

Delays associated with litigation and extended judicial review can impose significant project delays and undermine the feasibility of essential hospital projects. By establishing a streamlined CEQA review process, alongside strong labor protections, AB 2231 is intended to balance the need to accelerate project delivery with the goal of maintaining high-quality workforce standards.

Sutter Health's Santa Clara project represents a rare milestone, a net-new hospital for the State of California. At a time when many hospitals across the state are struggling and/or forced to reduce their services, this project will add entirely new inpatient and emergency services to one of California's fastest growing regions.

Santa Clara County currently has approximately 1.4 inpatient hospital beds per 1,000 residents, a level that reflects an already stressed patient access environment. As population growth and patient acuity continue to rise, the absence of new hospital capacity will further exacerbate challenges unless new facilities are brought online.

The Santa Clara campus is planned as a flagship medical hub, integrating acute inpatient care, emergency services, maternal health, and advanced specialty care in a coordinated setting. The hospital could reduce travel times, improve care coordination, and help relieve pressure on surrounding facilities that are already operating at or near capacity, subject to the City's independent review of the project and its potential impacts through the discretionary land use entitlement process and without limiting the City's authority to impose feasible conditions of approval, mitigation measures, community benefit agreement terms, or other requirements authorized by law. The hospital will not only serve Santa Clara County patients, but those from the broader region in addition to any complex patients that require hospital services.

Additionally, the Santa Clara campus will help retain the City's diverse employment base, invest in modern medical facilities, and help meet the demand for services required to support new residential development and the existing community.

AB 2231 reflects a thoughtful and pragmatic approach to addressing emerging challenges facing California's health care system. By enabling critical hospital projects to move forward more efficiently, the bill supports continued access to essential medical services, enhances regional capacity, and strengthens overall system resilience. At the same time, its focused geographic scope and clear labor requirements ensure that these benefits are achieved in a manner that remains consistent with broader public policy objectives, including workforce development and economic stability. The City's support for the bill reflects this policy objective, while recognizing the importance of preserving local authority to evaluate and address project-specific impacts as well as long-term operational and fiscal sustainability through its discretionary approvals and established implementation process. The City will continue to work in partnership with Sutter Health with the objective of ensuring the project is thoughtfully integrated into the community and implemented in a manner that supports long-term sustainability and addresses project-specific impacts.

For these reasons, the City of Santa Clara supports AB 2231 (Ahrens) and appreciates your leadership on this important issue, as well as your continued efforts to advance policies that strengthen California's health care infrastructure and support our communities.

Sincerely,

Lisa M. Gillmor
Mayor
City of Santa Clara

26-488 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Group 4 Architecture, Research and Planning for Design Professional Services for the International Swim Center Rehabilitation Phase 2 Project and Approve the Related Budget Amendments

BACKGROUND

Over the past several years, the City Council approved various actions towards the rehabilitation of the International Swim Center. The International Swim Center Rehabilitation project is planned to be completed in phases which will expedite the reopening of the aquatic facility and its various community programs.

The International Swim Center Rehabilitation Project Phase 1 is currently under construction and focuses on the rehabilitation of three pools designated for diving, racing, and training activities. The scope of work includes increasing the depth of the racing pool to meet competitive aquatic standards; upgrading pool decking and gutter system; replacing pumping and filtration systems; replacing the dive tower; implementing accessibility improvements; demolition of the existing administrative building; installing utilities to support the current and future phases of the project; and completing additional upgrades necessary to meet current building, health, and other codes and regulations.

The International Swim Center Rehabilitation Project Phase 2 (Project) includes the design and construction of a new administrative building, which is anticipated to be approximately 10,000 to 12,000 square feet in size. The purpose of the administrative building is to provide space for inclusive, safe, and accessible amenities within the aquatics center, including administrative space to support daily operations, full-time staff, and program management as well as dedicated and flexible spaces for lifeguard operations (briefing/training, break room, and lockers). The project site is shown on the Location Map included as Attachment 1. The design phase of the Project will also evaluate additional elements including the existing bleachers, canopy structures, and accessory buildings located adjacent to the spectator seating areas to determine the feasibility of rehabilitation or replacement alternatives. If feasible alternatives are identified, the Project may include improvements to these additional elements as part of Phase 2, subject to cost estimates and available budget. To advance the Project through the design phase and public works construction, the City needs to retain a qualified consultant to provide comprehensive engineering design services.

DISCUSSION

Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

In December 2025, a competitive Request for Proposals (RFP) was published on the City's e-procurement platform, which was viewed by over 100 members, including consultants, plan rooms, and builder exchanges, among others. Additional firms were able to view the RFP as members of various plan rooms and builder exchanges. Staff also provided direct notifications to consultants who had viewed similar projects in the past.

The City received six proposals from: CSHQA; DLR Group; ELS Architecture; Ethos; Group 4 Architecture, Research and Planning; and LPA. A proposal review panel consisting of staff from the Department of Public Works and the Parks and Recreation Department evaluated each proposal based on the criteria outlined in the RFP, including responsiveness to the RFP, qualifications of the firm, project approach, ability to meet the proposed schedule, and relevant project experience.

Based on the panel's evaluation, staff recommend awarding the agreement to Group 4 Architecture, Research and Planning (Group 4). Group 4 demonstrated a strong understanding of the Project requirements and presented a comprehensive and effective approach to addressing the services identified in the RFP. Group 4 also brings extensive architectural experience in California and a proven track record of successfully delivering similar projects.

The proposed Agreement (Attachment 2) includes a negotiated scope of services and fees based on the anticipated services required for the Project. The scope of services generally includes preliminary engineering, preparation of construction documents, bidding support, construction support, and project closeout. Staff recommend entering into an agreement with Group 4 to provide design professional services for the Project. The agreement includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction. Environmental review in accordance with CEQA will occur as part of the design and approval process.

FISCAL IMPACT

The total not-to-exceed amount for the proposed Agreement is $3,106,127, including $2,700,980 for basic services and $405,147 for additional services. The fees are based on the approximate size and programming of the proposed building, the scope of work required to complete the design of the project, and the anticipated engineering support needed during construction of the Project.

Partial funding of $2.2 million is available from the first tranche of Measure I General Obligation Bond funds. Funding includes $2.0 million in the Community ISC Aquatic Facility Renovation/Replacement (Phase 2) project and $0.2 million in the Parks, Library, Senior Center & Aquatics Facilities Contingency/Escalation/Administration (CEA) project in the Measure I General Obligation Bond Projects Fund. The remaining project costs of approximately $0.9 million exceed the available funding and result in a funding gap.

To address the funding gap and ensure sufficient funding is available for the Project, staff recommend appropriating $0.9 million of Mitigation Fee Act (MFA) funds to the Community ISC Aquatic Facility project in the Parks and Recreation Capital Fund on an interim basis. Staff anticipate that the MFA

funds will be reimbursed upon receipt and appropriation of future Measure I General Obligation Bond Tranche 2 proceeds designated for the Community Aquatic Facility/ISC Renovation/Replacement project area. However, if Phase 2 project costs exceed current estimates, some or all of the MFA funds may remain allocated to the project and may not be reimbursed from future bond proceeds. The use of MFA funds for this project is consistent with the purpose and intended use of the fee program. MFA funds are used to support public park and recreational facilities needed to accommodate growth attributable to new development. The proposed improvements support that purpose by expanding administrative, staffing, lifeguard, training, and operational support spaces needed to accommodate increased aquatics programming and facility use generated by population growth.

Additional funding, if necessary for the construction phase of the Project, will be brought forward for the City Council's consideration at a future date. The recommended budget actions are summarized below.

Budget Amendments
FY 2026/27

	Current	Increase/ (Decrease)	Revised
Parks and Recreation Capital Fund			
Ending Fund Balance			
Fund Balance Mitigation Fee Act	$17,642,196	($906,127)	$16,736,069
Expenditures			
Community ISC Aquatic Facility	$5,600,771	$906,127	$ 6,506,898

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

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

RECOMMENDATION
1. Approve and authorize the City Manager to execute an agreement with Group 4 Architecture, Research and Planning for design professional services for the International Swim Center Rehabilitation Phase 2 Project with maximum compensation not-to-exceed $3,106,127 and a term through December 31, 2032, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute amendments to the agreement to make modifications as needed, including time extensions, subject to the compensation limit and

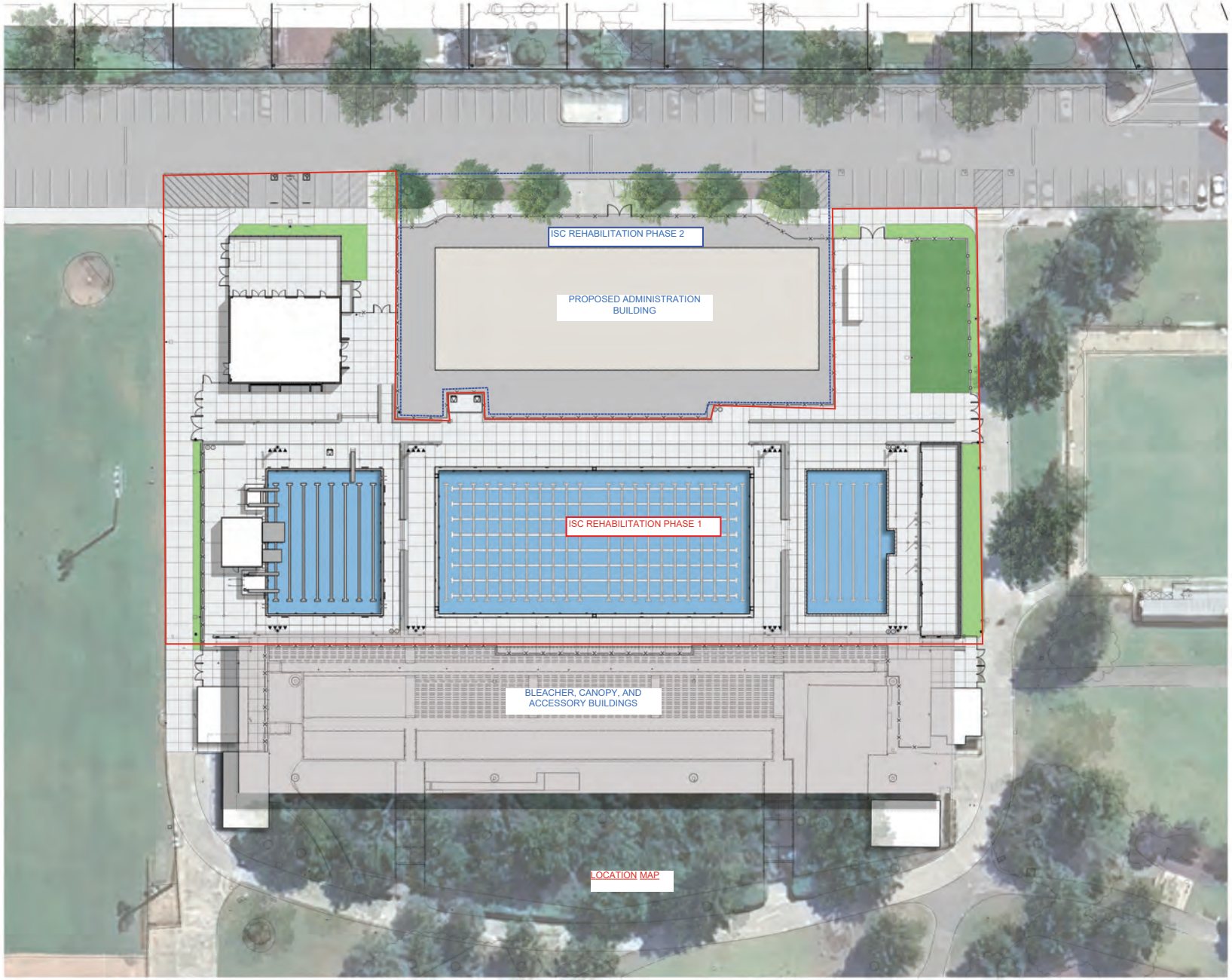
appropriation of funds, in final forms approved by the City Attorney; and

3. Approve the following FY 2026/27 budget amendment in the Parks and Recreation Capital Fund to increase the Community ISC Aquatic Facility project by $906,127 and decrease the Mitigation Fee Act ending fund balance by $906,127 (five affirmative Council votes required for the use of unused balances).

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Location Map
2. Agreement

powered by Legistar™


ISC REHABILITATION PHASE 2
PROPOSED ADMINISTRATION BUILDING
ISC REHABILITATION PHASE 1
BLEACHER, CANOPY, AND ACCESSORY BUILDINGS
LOCATION MAP

EBIX Insurance No. S200005883

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND GROUP 4 ARCHITECTURE, RESEARCH AND PLANNING FOR THE INTERNATIONAL SWIM CENTER REHABILITATION PHASE 2 PROJECT

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City), and Group 4 Architecture, Research and Planning, a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." In this Agreement, "Contractor" is used to refer to the party awarded the contract for the construction of the International Swim Center Rehabilitation Phase 2 Project.

RECITALS

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

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

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Milestone Schedule

Exhibit F – Project Management Document Software

Exhibit G – Design Considerations

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon the date this Agreement is signed by both parties and terminate on December 31, 2032. Services shall not commence until City issues a written notice to proceed.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

correct services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

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

All documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar Projects.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three million one hundred six thousand one hundred twenty-seven dollars ($3,106,127) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

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

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of

termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONSULTANT

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

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of

any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and/or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Department of Public Works – Design Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Group 4 Architecture, Research and Planning
Attention: Dawn Merkes

211 Linden Avenue
South San Francisco, CA 94080
and by e-mail at dmerkes@g4arch.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

26. STATEMENT OF ECONOMIC INTERESTS

Due to the nature of the Services to be performed, and if they are designated positions required to file by the City of Santa Clara Conflict of Interest Code, designated employees of Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

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

"CITY"

GROUP 4 ARCHITECTURE, RESEARCH AND PLANNING
a California corporation

Dated: _____
By (Signature): _____
Name: Andrea Gifford
Title: Principal
Principal Place of Business Address: 211 Linden Avenue, South San Francisco, CA 94080
Email Address: agifford@g4arch.com
Telephone: (650) 871-0709
Fax: _____

"CONSULTANT"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GROUP 4 ARCHITECTURE, RESEARCH AND PLANNING
FOR THE
INTERNATIONAL SWIM CENTER REHABILITATION PHASE 2 PROJECT

EXHIBIT A
SCOPE OF SERVICES

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

I. GENERAL

Objective

The City's Objective is for the Consultant to provide all design professional services necessary to design the Internation Swim Center Rehabilitation Phase 2 Project as contemplated in the City's Request for Proposals (RFP), the Consultant's response to the RFP (Proposal), and as described herein this Agreement.

This Scope of Services is anticipated as necessary to meet City's objectives. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Background and Project

The George F. Haines International Swim Center (ISC) was designed in 1965, constructed in 1966, and opened to the public on July 1, 1967. The ISC is located at 2625 Patricia Drive within Central Park and features three pools (a 50-meter x 25-yard racing pool, a deep diving well, and a training pool), full concrete decks, mechanical circulation, filtration and heating systems, 3,000-seat viewing stands, roof, diving tower, changing/shower facilities, staff offices, training rooms, and several support spaces.

Facilities Condition Reports completed in 2017 (Kitchell Report) and 2023 (LPA's Visual Observation Assessments Report) identified deficiencies across architectural, structural, mechanical, and forensic engineering systems. These findings, combined with 100+ days of closures in 2023 due to mechanical issues, led to the January 2024 closure of the ISC to ensure public health and safety.

On December 9, 2025, the City of Santa Clara proceeded with the first phase of the ISC to rehabilitate three existing pools, construct a new dive tower, construct a new mechanical building, and install all required utilities for the first phase of the ISC and most of the primary utilities required for the new administrative/community building.

It is the intent of this Agreement to proceed with the second phase of the ISC to construct a new administrative building, repair existing bleachers and replace the canopy, and improve accessory buildings located on either side of the spectator seating (Project). These improvements are designed to enhance operational efficiency and system redundancy while ensuring compliance with Building and Fire Code as well as current competition standards across multiple aquatic disciplines.

Description of Services
Consultant is expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the Project; and to provide the expertise, guidance, advice, and assistance in accomplishing the objective.

Consultant Structure
Consultant shall provide the Services described herein through a Project team, comprised of Consultant and Subconsultants identified as follows:

A. Consultant: Group 4 Architecture, Research and Planning

B. Subconsultants to Group 4 Architecture, Research and Planning:

1. Gates Studio - Landscape Architect
2. Blue Forest Engineering - Mechanical, Plumbing, Fire Protection
3. O'Mahony & Myer - Electrical, Photovoltaics, and Lighting Engineering
4. Degenkolb - Structural Engineering
5. SFMI - Low Voltage, Acoustical, and Security
6. BKF - Civil Engineering
7. The Marshall Associates - Kitchen Consultant
8. David J. Powers & Associates - Environmental/Planning Consultant
9. Ninyo & Moore - Geotechnical Engineering
10. TBDC - Cost Consultant

Any changes to the consultant structure through the course of services is subject to approval in writing by City. All services described in this Scope of Services shall be self-provided by Group 4 Architecture, Research and Planning unless specifically described otherwise, or otherwise approved in writing by City.

II. RESPONSIBILITIES OF CITY

City will provide the following information and support for the Project as available and applicable:

A. Record drawings (as available).

B. City's Standard Details, Specifications, Benchmark, and Design Criteria.

C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as available).

D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles (as available).

E. Payment of permit application fees with other internal departments, if required.

F. Filing exemption under the California Environmental Quality Act, if applicable.

G. Scheduling and invitations for public meetings.

H. Any other information not included in Consultant's Basic Services or Additional Services that is reasonably needed for the Project.

I. A project representative who can render decisions on behalf of the Project in a timely manner.

Consultant shall review the information provided by City to verify completeness and identify any missing information that is necessary for design.

III. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes professional Services required to design and prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of the Project. Consultant is required to comply with project design considerations identified in Exhibit G. The following Tasks shall be completed by Consultant.

PROJECT MANAGEMENT

Consultant shall:

A. Manage its team and overall Project activities consistent with the direction from City in order to meet Project schedule and budget. Manage Subconsultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update City on the overall progress of Project.

B. Submit plan of work to City for review and approval prior to proceeding for any field work that involves subsurface excavation and/or coring.

C. Organize and attend Project meetings with City to discuss Project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key Project milestones and shall include, but are not limited to:

1. Kick-off and Field Visit Meeting
2. Preliminary/Evaluation Meeting
3. Various community outreach events and meetings
4. Parks and Recreation Commission Meetings
5. City Council Meetings
6. 65% Design Review Meeting
7. 95% Design Review Meeting
8. 100% Design Review Meeting
9. Applicable construction-related meetings
10. Any other meetings identified in this Agreement

1) Coordinate with City, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of Project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.

2) Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at construction contract award. Schedule shall show significant milestones for Project. Consultant shall notify City if there are delays or potential delays in any phase of Project. In such cases, Consultant shall make up the schedule in subsequent phases of Project or provide information to City substantiating a request for time extension (which may not be approved). The schedule shall be always maintained and shall be updated each time progress and milestones are achieved and/or changed.

3) Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as Project Management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated City staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding Project moving forward raised by City or Consultant. During the course of Services while there is active work on the Project, Consultant shall schedule and attend brief

bi-weekly (every other week) conference calls with City. The purpose of the bi-weekly conference calls will be to keep City apprised on the Project's progress and address any issues that may arise during the course of Services.

4) Provide monthly progress reports.

5) Stakeholder Coordination: Consultant shall coordinate with Project stakeholders as needed to inform each stakeholder of Project work and incorporate any necessary accommodations into the final submittal documents.

6) Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow-up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

7) Conduct QC reviews in accordance with its QA Program guidelines. Consultant shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

8) Utilize and design to Department of Transportation Standard and Details, City Standard Plans and Specifications, City Parks and Recreation Standard Specifications and Details, American Disability Act (ADA) Design Guidelines, CalOHSA, latest building and fire codes, Municipal Regional Permit, General Construction Permit, County of Santa Clara permit and other applicable codes and standards, and other applicable codes and standards recommended by the Consultant. The City shall have the right to review all drawings, specifications, and other documents and electronic records relating to such services.

9) Invoicing and Contract Administration: Consultant administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the Consultant’s basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the Consultant’s basic hourly rates and shall not be billed.

10) City Project Management Software: City at the time of this Agreement employs the use of internet-based e-builder project management software. Consultant shall cooperate with City and use the software as directed by City, including submitting invoices via the software.

Payment for all responsibilities related to Project Management shall be included in the various tasks identified in Exhibit B, Schedule of Fees.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" PDF file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in PDF file)
3. Meeting agendas, preparation materials, and meeting minutes for each Project meeting (in PDF file).
4. Monthly progress reports and invoices (in PDF file)

TASK 1: PRELIMINARY ENGINEERING AND EVALUATION

The CONSULTANT shall:

1.1 Attend Project Kick-Off Meeting.

1.2 Perform all necessary assessments and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances. Review all necessary as-builts to understand existing conditions in order to prevent utility conflicts and changes during construction.

1.3 Consultant shall perform a field review of Project location(s) and prepare field notes that generally describe conditions that may affect the work, such as existing conditions, visible surface utility information, traffic conditions, physical obstructions, and construction access.

1.4 Review existing geotechnical and geologic information, including previous studies and as-built drawings as available, for any potential issues associated with excavation. Notify City if there could be any expected complications with the excavations based on review of the existing information.

1.5 Contact all regulatory agencies that will affect the proposed work to determine applicable codes and ordinances.

1.6 Collect as-built record drawings/maps for storm drain pipelines, utilities and roads within the site and vicinity of Project sites. Review all necessary as-builts to understand existing conditions, verify completeness and identify any missing information that is necessary for design in order to prevent utility conflicts and changes during construction. For information that is required for non-City maintained facilities, contact the appropriate owner to obtain information, as needed.

1.7 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, and structural.

1.8 Any damage that occurs to existing sidewalks, landscape, utility pipes, conduits, etc., during the construction shall be repaired.

1.9 Perform needed topographic survey for existing sites, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans.

1.10 Perform all necessary environmental assessments and pre-demolition surveys, as applicable for the Project.

1.11 Perform all necessary accessibility assessments and surveys to meet latest building codes and accessibility regulations.

1.12 Perform all necessary utility modeling and calculations for applicable upsize and upgrades to meet Project Objectives.

1.13 Develop sustainability strategies consistent with CALGreen requirements, energy efficient building systems, and photovoltaic integration opportunities.

1.14 Support the City through all required permitting processes, including coordination with Building Official, Fire Department, regulatory agencies, utility companies, environmental authorities, and other applicable jurisdictions.

1.15 Design shall meet City's solid waste requirements.

1.16 Consultant shall prepare a Notice of Intent to Construct (NOI) on City's standard NOI form, or similar process at Consultant's discretion, and submit it to utility operators in order to gather records for existing utilities at Project locations. Location map exhibits will be required to be submitted as part of the NOI. Consultant shall provide City a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide City all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within Project limits that may be impacted by the work.

1.17 All data collected from the field shall be provided to the City for records. Prior to performing data collection, Consultant shall provide a work plan to City for review and approval. No work shall be performed unless authorized by City.

1.18 Based upon the review of the existing conditions, evaluate alternative methods to upgrade existing systems and propose recommendations to City for the most appropriate upgrade method. Consider factors such as cost, constructability, capacity after upgrades, diversions and bypassing, redundancies, service life, and future operations and maintenance considerations for the upgraded facilities.

1.19 Based upon the recommended method, evaluate and propose recommendations for programing the upgrades into construction bid packages in order to perform the upgrades as cost effectively and efficiently as possible. Formalize the findings under this Task for City's review and approval.

1.20 Prepare Schematic Design

1.20.1 Develop up to three (3) schematic design alternatives.

1.20.2 Incorporate community and stakeholder input.

1.20.3 Prepare conceptual layouts and supporting materials.

1.20.4 Develop preliminary cost estimate and schedule.

1.20.5 Conduct project meetings throughout this phase to ensure continued City team involvement in design decisions.

1.20.6 Update and refine design, budget, sustainable design strategies.

1.20.7 Conduct technical meetings with City representatives as needed to focus on specific aspects of the Project, such as confirmation of the code compliance strategy.

1.20.8 Prepare schematic design level building systems design and coordination for landscape and civil disciplines, structural, mechanical, plumbing, and electrical disciplines, fire alarm/fire protection and telecommunications/data disciplines.

1.20.9 Update the estimate of probable construction cost to reflect the decisions made in this phase.

1.20.10 Conduct an Integrated Design Workshop (IDW) that will be attended by the Consultant and select engineers who will meet with representatives of the City to review the design from technical, operational, functional, maintenance, durability perspectives and confirm the alignment of design strategies and budget.

1.20.11 Upon City selection of the preferred alternative, Consultant shall proceed with further design.

1.21 Provide preliminary Project estimate that includes an itemized list of bid items for construction. Project estimates shall be accurate and prepared based upon current construction pricing and escalated to mid-construction. Consultant shall review recent bids and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:

1.21.1 Recent similar projects bid in the Bay Area, especially in the South Bay.

1.21.2 Current economic trends.

1.21.3 When Project will be bidding.

1.21.4 When construction will occur.

1.21.5 The risks that contractors need to consider for Project.

1.22 Develop a project schedule. Schedule shall include all needed times to complete all tasks, including City's review time, permitting process, and construction period.

1.23 Any work that affects the public right-of-way, which includes geotechnical boring, potholing, excavation, and other that are similar in nature, requires submittal of a complete encroachment permit applications. Requirements of the encroachment permit applications are online on City's website and typically include traffic control plan, work plan, insurance, re-establishment plan, and other necessary documents. City will pay for all related encroachment application fees; however, Consultant shall bear all costs related to submitting the encroachment permit applications.

1.24 Environment Review – Exemption: It is anticipated that the Project to be designed and constructed will be determined as either categorically exempt under the California Environment Quality Act (CEQA) Guidelines 15302 (c), Replacement or Reconstruction.

1.25 Consultant shall review the preliminary designs for the proposed upgrades to recommend CEQA determination and regulatory permits needed, if any, and prepare a brief memorandum to document and support the recommendation. Should any services beyond an exception (such as an Initial Study – Mitigated Negative Declaration) become required to ensure the upgrades comply with CEQA, such work shall be considered Additional Services.

1.26 In accordance with the anticipated exemption, Consultant shall prepare a Notice of Exemption for the qualifying upgrades included in Project. The Notice of Exemption will be submitted in draft for City review and revised/finalized for submittal based on the City review. Consultant shall file the Notice of Exemption on behalf of City. City will pay the County/CDFW filing fees.

<u>Task 1 Meetings:</u>

1. Up to ten (10) meetings.

Task 1 Deliverables – Electronic format:

1. Notice of Intent to Construct Form(s)
2. Draft Schematic Plans – One (1) PDF
3. Preliminary Budget Estimate – One (1) PDF
4. Project schedule – One (1) PDF
5. Field notes and photographs
6. Meeting Minutes – One (1) PDF
7. Memorandum of CEQA Determination Recommendation, Draft Notice of Exemption – (1) PDF, Submittal-Ready Notice of Exemption (PDF) if required

TASK 2: Community Outreach and Special Meetings

2. Community Outreach Meetings

2.1. The community meeting will be set up and led by the City; however, the Consultant shall prepare all meeting materials and exhibits. Consultant shall facilitate the meeting with the community, present the schematic design, answer any questions, and take notes of all discussions. Consultant shall summarize assessment and stakeholder input for review with the City and incorporate them into the next phase of design.

2.2. Based on the results of the community meeting, Consultant shall finalize the schematic design, cost estimate, and project schedule for the City's review and approval. Once approved, the schematic design shall be presented at the Parks and Recreation Commission Meeting. Similar to the community meeting, the City will set up and take the lead in the meeting; however, the Consultant shall provide any assistance needed to facilitate a successful meeting.

2.3. Consultant shall anticipate at least five (5) community outreach meetings, including meeting(s) with the Community Aquatic Facility Stakeholder Committee. These meetings can take place at the ISC, City Hall, or at any locations in the City of Santa Clara. Meetings may take place during work hours and/or beyond work hours and during weekends.

2.4. Parks and Recreation Commission Meeting

2.4.1. Based on the results of the community meeting, Consultant shall finalize the schematic design, cost estimate, project schedule for the City's review and approval. Once approved, the schematic design shall be presented at the Parks and Recreation Commission Meeting. Similar to the community meeting, the City will set up and take the lead in the meeting; however, the Consultant shall provide any assistance needed to facilitate a successful meeting.

2.4.2. Consultant shall anticipate at least two (2) Parks and Recreation

Commission meetings. These meetings can take place at the ISC, City Hall, or at any location in the City of Santa Clara. Meetings may take place during work hours and/or beyond work hours and during weekends.

2.5. City Council Meeting

2.5.1. Based on the feedback from the Parks and Recreation Commission Meeting, Consultant shall finalize the schematic design, cost estimate, project schedule for the City's review and approval. Once approved, the schematic design will be presented to City Council for approval. Once approved by the City Council, the Consultant shall prepare 65% Construction Documents.

2.5.2. Consultant shall anticipate at least two (2) City Council meetings. These meetings will take place at City Hall. Meetings may take place during work hours and/or beyond work hours.

2.6. Special Meetings

2.6.1. Any special meetings for the project may need to be held to finalize schematic design. Consultant shall facilitate the meeting with the community, present the schematic design, answer any questions, and take notes of all discussions. Consultant shall summarize assessment and stakeholder inputs for review with the City and incorporate them onto the next phase of design.

2.6.2. Consultant shall anticipate at least two (2) special meetings. These meetings can take place at the ISC, City Hall, or at any locations in the City of Santa Clara. Meetings may take place during work hours and/or beyond work hours and during weekends.

Task 2 Meetings:

1. Community Outreach and Stakeholder Meetings: Up to five (5)
2. Parks and Recreation Commission Meetings: Up to three (3)
3. City Council Meetings: Up to two (2)
4. Special Meetings: Up to two (2)

Task 2: Deliverables:

1. Meeting Materials and Exhibits in the City-prescribed format.

TASK 3: 65% CONSTRUCTION DOCUMENTS

Based on the approved schematic plans, approved project scopes, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design and prepare construction documents.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

3.1 Prepare 65% construction documents and supporting information for City's review. Consultant shall follow City's Design Criteria and plan format to prepare 65% Plans and supporting information for City's review. Plans shall include details of major design components as necessary such as: Site Plan, Existing Condition, Proposed Improvement, Traffic Control Plan, Details, and other pertinent information for City to review and provide comments.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information relating to proposed improvements such as, but not limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, and adjacent streets shall be shown.

All potential utility conflicts shall be discussed with City and coordinated with each respective utility agency to clear all conflicts. Project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction.

3.2 Prepare design of access card reader system at main entry points/main door entries into the building along with primary interior offices. All work shall comply with city provided Technology Standards for the City of Santa Clara Smart Parks. Provide infrastructures for related technology per the provided standards.

3.3 Prepare fire alarm design criteria for deferred submittal during construction.

3.4 All required permits from Bay Area Air Quality Management District, Cal OSHA, and/or County of Santa Clara shall be indicated on the project plan and included in the bid documents.

3.5 Prepare Project estimate that includes an itemized list of bid items. Project estimates shall be accurate and prepared based upon current construction pricing and escalated to mid-construction. Consultant shall review recent bids and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The Consultant shall provide the assumptions and supporting documents used to prepare the estimate. Project estimate shall consider the following factors:

3.5.1 Recent similar projects bid in the Bay Area, especially in the South Bay.

3.5.2 Current economic trends.

3.5.3 When Project will be bidding.

3.5.4 When construction will occur.

3.5.5 The risks that contractors need to consider for Project.

3.6 Develop Project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.

3.7 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

3.8 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

3.9 City will circulate the submittal package to internal City departments for review and comments. Consultant shall be responsible for submitting the package to external stakeholders if required. Consultant shall prepare written responses to all written comments received. All redlined drawings shall be returned with Consultant's response on the redlined drawings.

3.10 Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved. Consultant shall conduct a 65% comments review meeting with City to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate City's comments.

3.11 Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review representative, team members involved, and signature of the project manager.

<u>Task 3 Meetings:</u>

1. Up to seven (7) meetings.

<u>Task 3 Deliverables – Electronic format:</u>

1. 65% Plans – One (1) PDF and one (1) AutoCAD file
2. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file
3. Project schedule – One (1) PDF and one (1) Microsoft Project file
4. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file

5. Miscellaneous Project information (as requested)
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file
7. QA/QC records and peer review records.

TASK 4: 95% CONSTRUCTION DOCUMENTS

Based on City's comments and direction on the 65% PS&E, Consultant shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

4.1 Prepare 95% construction documents and supporting information for City's review and approval.

4.1.1 Construction details of proposed improvements shall be included in the 95% Plans.

4.1.2 Provide technical specifications.

4.1.3 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement, and payment for bid items, permitting and agency regulatory requirements, etc.

4.2 Prepare an updated engineering cost estimate.

4.3 Prepare an updated Project schedule.

4.4 Meet with City staff, as needed, to review City comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

4.5 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

4.6 Provide written response matrix to City's comments on 65% PS&E.

4.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review representative, team members involved, and signature of the project manager.

4.8 Provide required information to City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's front-end

specifications shall include, but not be limited to, the following:

4.8.1 Description of work – summary only.

4.8.2 Type of Contractor's License required.

4.8.3 Construction Duration for substantial completion and final completion

4.8.4 Bid schedule without engineer's estimate in Microsoft Excel spreadsheet.

4.8.5 Bid schedule with engineer's estimate in Microsoft Excel spreadsheet.

4.8.6 Requirements for Contractor's Statement of Qualifications (e.g., experience requirements for similar work and contract values).

4.8.7 Identification of any changes to City's Standard Specifications that are required.

Task 4 Meetings:

1. Up to five (5) meetings.

Task 4 Deliverables – Electronic format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file
2. 95% Specifications – One (1) PDF and one (1) Microsoft Word file
3. 95% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file
4. Updated Project schedule – One (1) PDF and one (1) Microsoft Project file
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file
6. Quality control checklist for 95% design submittal
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file
8. Required information to City's Project Specific Specification Book
9. QA/QC records and peer review records

TASK 5: 100% CONSTRUCTION DOCUMENTS

Based on City's comments and direction on the 95% PS&E, Consultant shall revise the 95% PS&E to produce 100% PS&E. Consultant shall:

5.1 Prepare 100% construction documents and supporting documents.

5.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by Consultant's Engineer of appropriate discipline.

5.1.2 Specifications shall be stamped and signed (on Document 00030 – Seals) by Consultant's Engineer in Responsible Charge.

5.2 Prepare an updated Engineering Cost Estimate with backup and justifications for pricing.

5.3 Prepare an updated Project Schedule.

5.4 Provide Documents for City's PS&E approval process. Required documents are, but are not limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, Consultant Peer Review Certification, Consultant Lessons Learned from other similar projects that were applied to Project.

5.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review representative, team members involved, and signature of the project manager.

5.6 100% PS&E shall be peer reviewed, and Certification of Peer Review shall be submitted with the 100% Submittal.

5.6.1 A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

5.6.2 Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer. "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

5.7 Prepare and submit a Special Inspection Form for Project, if applicable.

5.8 Meet with City staff as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.

5.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

5.10 Provide written response matrix to City's comments on 95% PS&E.

5.11 Provide list of potential bidders including company name, email address, contact number, and address of business.

5.12 The City shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified. After the 100% Design Submittal Package has been deemed acceptable, City staff will then submit the 100% Design Submittal Package to the Building Division and Fire Department for review and approval.

Task 5 Meetings:

1. Up to four (4) meetings.

Task 5 Deliverables – Electronic format:

1. 100% Plans – One (1) PDF and one (1) AutoCAD file
2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file
3. Structural Calculations if required – One (1) PDF
4. Certification of Peer Review – One (1) PDF
5. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file
7. Certification of Peer Review – One (1) PDF
8. Quality control checklist for 100% design submittal
9. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file
10. QA/QC records and peer review records

TASK 6: BID DOCUMENTS

The Bid Documents shall incorporate all comments from City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in Project. Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

6.1 Incorporate City review comments of 100% PS&E into Bid Documents.

6.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package. Consultant shall make sure to address all comments from the permit issuer. Noted that the project cannot move forward with Bid Documents without resolving any comments from the permit issuer.

6.3 Prepare Bid Documents (P&S).

6.3.1 Bid Plans shall be wet stamped and signed by Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-

size sheets.

6.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

6.3.3 Final Engineer's Estimate

6.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with City as deemed necessary to efficiently complete this phase of the design in a timely manner.

6.5 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates). Consultant's peer review representative shall independently review the project for completeness and work with his/her project team to rectify all design deficiencies prior to submitting the project package to the City for comments. Consultant shall provide records of the peer review and comments that were addressed. The records shall include the name of peer review representative, team members involved, and signature of the project manager.

Task 6 Meetings:

1. One (1) meeting maximum.

Task 6 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file
3. Bid Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
4. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file
5. Quality control checklist for bit set submittal
6. QA/QC records and peer review records

TASK 7: BID AND AWARD PHASE ASSISTANCE

Consultant shall provide assistance to City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested. All services completed within this task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

Upon request, Consultant shall:

7.1 Attend and conduct one Pre-Bid Conference/Site Visit.

7.2 Assist City with responses to bidder's inquiries through City's Project Manager. Consultant shall respond to bidder's inquires and/or addendums within 48 hours of receiving directions from City.

7.3 Assist City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

7.4 Assist City in evaluating bids (if required by City).

7.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

7.6 Prepare bid summary that includes bid costs from all bidders and engineer's estimates. Consultant shall perform detailed QA/QC and provide the bid summary to the City within 3 calendar days from bid opening date.

Task 7 Meetings:

1. One (1) meeting.

Task 7 Deliverables – Electronic format:

1. Written response to bidder's inquiries, if needed – Signed PDF
2. Addenda to the Bid Documents, if needed – Signed PDF
3. Written recommendation letter to award of contract for Project, if needed – Signed PDF
4. Conformed Set, if needed – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications

TASK 8: CONSTRUCTION PHASE ASSISTANCE

The City's Field Services Division will have primary responsibility for construction management and inspection. Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the award of construction contract and terminates on the date City approves the notice of completion of Project. All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

The amounts included in the Schedule of Fees are based upon the Consultant's experience and judgment of the services anticipated to become provided for the Project by Consultant based on the Baseline Solution.

Upon request, Consultant shall:

8.1 Consultant will assist City in providing administration of the contract for

construction. Duties, responsibilities and limitations of authority of Consultant shall not be restricted, modified, or extended without written agreement of City.

8.2 Consultant shall attend the Pre-Construction meeting.

8.3 Consultant shall plan for thirty-two (32) construction site visits. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meetings, and other meetings as required by City. Consultant's Subconsultants shall visit the site as required when work related to their discipline is in progress. Consultants shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit.

8.4 Consultant shall attend weekly construction meetings (for the entire construction duration, which is assumed to be 18 months. Consultant will be required to support City with various construction questions and concerns and provide timely response.

8.5 Submittals: The Consultant shall review Contractor submittals, including Shop Drawings, Product Data, and Samples, solely for the limited purpose of checking conformance with the information and design intent expressed in the Contract Documents. The Consultant shall act with reasonable promptness so as not to delay the Work, while allowing sufficient time, in the Consultant's judgment, for adequate review unless otherwise agreed.

Submittals identified as critical to the Workflow on the Contractor's critical path construction and submittal schedules, and mutually identified by the Consultant, Construction Manager, and Contractor, shall be prioritized for review. The Consultant shall endeavor to return such submittals within ten (10) working days of receipt; however, additional time may be required for large, complex, or subconsultant-coordinated submittals. Submittals not identified as critical path items may be reviewed after critical path submittals.

The Consultant's review is not conducted for the purpose of determining the accuracy or completeness of dimensions, quantities, installation instructions, construction means, methods, techniques, sequences, procedures, safety precautions, or Contractor-designed systems, all of which remain the Contractor's responsibility to the extent required by the Contract Documents. Review of a specific item shall not constitute approval of an assembly of which the item is a component.

Where professional certification of performance characteristics is required by the Contract Documents, the Consultant may rely upon such certifications as evidence that the materials, systems, or equipment meet the specified performance criteria.

8.6 Request for Information (RFIs): The Consultant shall respond to Contractor's Requests for Information (RFI). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. Consultant will target a maximum of fourteen (14) calendar days to respond but will endeavor to respond promptly where possible to allow for the orderly progress of construction. Large/complicated RFIs will be reviewed with all parties (Contractor, Subcontractor, Consultant, Subconsultants and City) to establish a deadline. RFIs mutually determined at the construction meetings to be non-critical will be reviewed and returned in a timely fashion after RFIs determined to be critical have been responded to.

8.7 Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by City, Consultant shall review Change Order (CO) pricing and provide written responses for City's review and finalizing said Cos.

8.8 When requested by City, Consultant shall conduct reviews to assist City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

8.9 Substitutions: The Consultant shall review proposed substitutions for general conformance with the design intent and requirements of the Contract Documents and provide a recommendation to the City regarding acceptance or rejection. As part of the initial review, the Consultant shall advise the City's Project Manager whether the substitution requires detailed evaluation and, if so, provide an estimated fee and schedule for such review.

The Consultant's Basic Services fee includes review of up to ten (10) substitution requests. Additional substitution reviews may constitute Additional Services and shall require prior written authorization from the City's Project Manager before commencement of detailed review services.

Detailed review of substitutions may include evaluation of architectural, engineering, code, operational, schedule, durability, and coordination impacts associated with the proposed substitution. Any additional time and compensation for such services shall be determined on a case-by-case basis and authorized by the City prior to proceeding.

8.10 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if Project is ready for the stage of completion requested by the

Contractor. Consultant shall provide City with a written recommendation.

8.11 Consultant shall perform a walk-through of Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of Project site with City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

8.12 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendations for acceptance.

Task 8 Meetings:

1. Pre-Construction Meeting: One (1)
2. Bi-weekly construction site visits to attend job progress meetings, pre-submittal meetings, pre-installation meetings: Up to thirty-two (32) in person.
3. Construction progress meetings: Up to sixty-four (64) total, including up to thirty-two (32) in person.

Task 8 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions
2. Signed PDFs of COs' recommendations
3. Signed PDFs of Field reports by Consultant and Subconsultants
4. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF

TASK 9: POST-CONSTRUCTION PHASE

All services completed within this Task shall be on an as-needed basis and shall be specifically requested by City in writing prior to Consultant providing services.

If requested, Consultant shall:

9.1 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. Consultant may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

9.2 At the City's discretion, the City may consider red-lined drawings prepared by Contractor or prepared by City to serve as the Record Drawings for the project and in such case, Consultant shall review the red-lined drawings for accuracy based upon Consultant's knowledge of the construction.

Task 9 Deliverables – Electronic and hard copy format:

1. Record Drawings – One (1) PDF file and one (1) AutoCAD file

TASK 10: FURNITURE, FIXTURES + EQUIPTMENT (FF+E), AND SIGNAGE

The Consultant will develop the furniture and signage procurement packages.

10.1 Furniture:

10.1.1 The Consultant shall work with the City to set the furniture budget, to develop furniture concepts, and select furniture and finishes that enhance the architectural design concepts and meet the program goals. The furniture package will be developed to facilitate procurement of the FF+E through established pre-negotiated contracts available to the City.

10.1.2 Based on directions given by the City, the Consultant shall provide the following procurement services for furniture.

10.1.2.1 The Consultant shall prepare furniture plans and specifications to identify selected furniture, finishes and quantities.

10.1.2.2 The Consultant shall assist the City in preparing purchase details. The City will be responsible for preparing and processing purchase orders.

10.2 Signage:

10.2.1 The Consultant shall work with the City to develop design concepts for center signage and branding. Signage will include graphic “wayfinding” signage that enhances usability and customer experience, as well as building, room, donor, and code-required signage.

10.2.2 The Consultant shall prepare signage concepts for review with the City and integrate the code-required signage design into the Construction Documents. The non-code wayfinding signs may be developed as one (1) separate signage package that can be publicly bid.

10.2.3 Based on directions given by the City, the Consultant shall provide the following procurement services for signage.

10.2.3.1 The Consultant shall prepare Design Intent documents consisting of illustrative diagrams, worksheets and/or specifications.

10.2.3.2 The Consultant will assist the City in preparing purchase details. The City will be responsible for preparing and processing purchase orders.

10.2.3.3 The Consultant shall review shop drawings and material samples.

10.3 The Consultant shall provide the following installation services for furniture and signage.

10.3.1 The Consultant will attend one (1) signage pre-installation walk through with the signage contractor.

10.3.2 The Consultant will provide up to two (2) consecutive days to observe furniture installation.

10.3.3 The Consultant shall prepare a punch list of outstanding furniture or signage installation issues.

10.4 The meetings for the FF+E work and the Signage work will be concurrent with all other project meetings and completed with Tasks 1-8.

10.5 City Responsibilities

10.5.1 The City shall provide a detailed inventory/quantities of current furniture to be reused with dimensions and finishes identified.

10.5.2 The City shall provide a detailed inventory/quantities and specifications of Owner Furnished Contractor Installed (OFCI) equipment and/or Owner Furnished Owner Installed (OFOI) Equipment which requires coordination with other trades and provides desired installation locations.

10.5.3 The City shall give the Consultant directions on furniture selection and finishes.

10.5.4 The City shall give the Consultant design directions for the signage, and provide any standard specification details, vector files of City logo, graphics and verbiage (i.e. room names) to be used on the signs.

10.5.5 The City shall prepare purchase details and prepare and process purchase orders for the procurement of the furniture.

10.5.6 For the signage package, the City shall be responsible for:

10.5.6.1 Prequalification of bidders, or evaluation of bidders such as reference checks if desired.

10.5.6.2 Advertisement of bid.

10.5.6.3 Printing of bid sets.

10.5.6.4 Collection and review of bids.

10.5.6.5 Contract award.

Task 10 Meetings:

1. The meetings for the FF+E work and the Signage work will be concurrent with all other project meetings and completed with Tasks 1-8.

Task 10 Deliverables– Electronic and hard copy format:

1. FF&E Options and Procurement package.
2. Signage Options and Procurement/bid package.

IV. OPTIONAL SERVICES:

Optional Services are defined as Services that have been mutually contemplated by City and Consultant as potentially becoming necessary to meet the Project Objective and within the Baseline Solution, but the performance of Services by Consultant will be determined by City during the course of Services. Optional Services are further defined as having a specific scope of Services with associated fees provided in the Schedule of Fees.

Consultant shall proceed with Optional Services only upon written authorization to proceed by City and shall only be invoiced if agreed by City and Consultant in writing prior to performing Services.

Fees for Optional Services shall be considered as a subset of the fees for Basic Scope of Services as described in the Schedule of Fees.

At the request of the City, Consultant shall provide a detail work plan to the City for review and approval as part of the authorization process of each Optional Task.

1.1 Optional Task 1: Utility Potholing

1.1.1 The Consultant shall perform utility potholing to locate underground utility lines or to confirm any conflicts with the existing utilities. Potholing is assumed to be no more than 6’-0” deep.

1.1.1.1 Identify the locations of potholes.

1.1.1.2 Confirm the locations with the City.

1.1.1.3 Potholing sub-Contractor shall obtain no-fee encroachment permit prior to excavation.

1.1.1.4 The sub-Contractor shall provide traffic control plan and comply with City potholing requirements.

1.1.1.5 Resolve conflicts if any are found.

1.1.2 The Schedule of Fees included in Attachment B is a budget allowance established by Consultant. Prior to performing any Services under this Task, Consultant shall provide a written quotation outlining the specific services and fees to be completed under this Task. Final fees will be determined by City in coordination with the specific services to be performed under this optional task.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GROUP 4 ARCHITECTURE, RESEARCH AND PLANNING
FOR THE
INTERNATIONAL SWIM CENTER REHABILITATION PHASE 2 PROJECT

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, including Optional Services, as stated in **Exhibit A**, Scope of Services, shall not exceed the sum of **$2,700,980.00**. The amount billed to City for Additional Services shall not exceed the sum of $405,147. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed $3,106,127

Consultant shall bill City on a monthly basis based on the Services provided by Consultant during the invoice period and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed and deliverables completed for each Task during the invoice period. The invoice shall describe the Task completed, percentage of Services and deliverables completed by Task, and total invoice amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice. All invoices shall provide a written description of Services performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Subconsultant(s) invoice(s) pass-through billed through Consultant to City shall be consistent with the terms contained within this Agreement. Consultant shall be responsible for ensuring conformance of each subconsultant invoice with these terms, including the fees allocated for each Task, prior to billing City.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and Fixed Fee not-to-exceed basis.

The Consultant fee allocated to each Task, as shown in the table that follows, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate fees amongst Tasks or to or from Additional Services or Optional Services at the City's sole discretion. The Consultant shall bill for services provided

under the appropriate Task and will not be allowed to charge to future or inactive Tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the Services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, and the table that follows, require pre-approval in writing by City prior to performing any Services under the Task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the Services to be provided. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the table that follows table include all subconsultant fees, profit, and administrative markups. The following table is a summary of the Tasks based upon the negotiated Cost Proposal, submitted by Group 4 Architecture, Research and Planning April 9, 2026 and agreed by City and Consultant, incorporated herein to this Exhibit B by reference.

Cost Proposal Summary:

Description		Amount
Services		
Task 1	Preliminary Design	$ 304,106.00
Task 2	Community Outreach and meetings	$ 76,123.00
Task 3	65% Construction Documents	$ 451,799.00
Task 4	95% Construction Documents	$ 507,397.00
Task 5	100% Construction Documents	$ 340,012.00
Task 6	Bid Documents	$ 201,728.00
Task 7	Bid Support Assistance	$ 99,524.00
Task 8	Construction Support	$ 562,287.00
Task 9	Record Drawings and Project Close-out	$ 54,324.00
Task 10	Furniture, Fixtures + Equipment, and Signage	$ 50,000.00
	Subtotal	**$ 2,647,299.00**
Optional Services		
Optional Task 1: Utility Potholing (T+M Allowance)		$ 53,680.00
	Subtotal	**$ 53,680.00**

Total	**$2,700,980.00**

In no event shall the amount billed to City by Consultant for Basic Services, Optional Services, and Reimbursable Expenses under this Agreement exceed two million seven hundred thousand nine hundred eighty Dollars ($2,700,980).

III. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services described within this Agreement. Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Billing and payment for Additional Services shall be consistent with the terms set forth in this Agreement. Billing and payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

IV. PAYMENT PROVISIONS

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

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

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

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

4.2 Fixed Price
For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

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

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

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

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

4.3 Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.4 When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.5 Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.6 The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

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

4.8 Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

V. RATE SCHEDULE

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the Project.

Rates by classification for Consultant and Subconsultants follow below ('Rate Sheets') and shall be fixed through December 31, 2026. Any classifications added, or employees changing classifications, are subject to approval in writing by City.

Any discrepancy between the terms listed herein this Exhibit B and the Rate Sheets that follow shall be resolved in favor of the terms listed herein this Exhibit B.

After December 31, 2026, rates may be adjusted as described herein. Consultant shall propose any adjusted rates in writing for City's consideration and acceptance in writing. Adjusted rates shall be no more than the percentage of difference between the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland-Hayward, CA, area between the effective date of this Agreement and the CPI as may be available and nearest to and in advance of the month in which the adjustment is

contemplated and shall be capped at a maximum of three percent (3%) for each adjustment. Rates changed by calculation shall be rounded to the nearest whole dollar. Only one adjustment is allowed per annum.

Consultant understands and agrees that adjustments to rates does not cause an adjustment in the Fees established for Tasks or adjustment to the maximum compensation under this agreement. Consultant shall be required to provide the full services as described in Exhibit A in accordance with the Fees established in this Exhibit B, regardless of adjustments to rates.

Consultant will bill subconsultants at actual cost plus a maximum allowable markup of ten percent (10%). Subconsultants will bill at actual cost for any further tiered subconsultants or subcontractors at cost plus allowable markup of ten percent (10%), or as shown on the following Rates Sheets, whichever is less. In no case shall any pass-through markups billed to City exceed twenty-five percent (25%) more than the original cost.

It is expressly understood that this Project is subject to prevailing wages, in conformance with Exhibit D, Labor Compliance Addendum.

(Rate Sheets on Following Pages)

Primary Consultant – GROUP 4 ARCHITECTURE, RESEARCH AND PLANNING:

SCHEDULE OF PROFESSIONAL SERVICES
Effective through December 31, 2026

	Hourly Rate
Principal in Charge	$290.00
Principal	$280.00
Associate	$270.00
Project Manager / Senior Architectural Staff	$240.00
Architect III	$220.00
Architect II	$210.00
Architect I	$205.00
Architectural Staff III	$195.00
Architectural Staff II	$180.00
Architectural Staff I	$170.00
Interior Designer III / Planner III	$195.00
Interior Designer II / Planner II	$180.00
Interior Designer I / Planner I	$170.00
Admin / Project Support	$145.00-$275.00
Consulting Principal	$350.00

Subconsultants to the Consultant will be billed at 1.10 times direct cost.

The above-listed rates are adjusted annually. The next adjustment will be January 1, 2027.

Subconsultant Billing Rates:

GATES STUDIO

RATE SCHEDULE

EFFECTIVE THROUGH
DECEMBER 2026

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	$240.00 - $255.00
Principal	$225.00 - $240.00
Associate Principal	$210.00 - $225.00
Senior Associate	$190.00 - $210.00
Job Captain	$170.00 - $190.00
Planner	$170.00 - $190.00
Sr. Irrigation Designer	$205.00 - $215.00
Community Outreach Facilitator	$190.00 - $210.00
Marketing Coordinator	$140.00 - $200.00
Administrative/Drafter	$160.00 - $180.00

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

A. 2025-2026 HOURLY RATES FOR ENGINEERING SERVICES RATE

Principal	**$ 210.00**
Engineer V	**$ 160.00**
Engineer IV	**$ 145.00**
Engineer III	**$ 130.00**
Engineer II	**$ 120.00**
Engineer I	**$ 110.00**
Senior Energy Modeler	**$ 125.00**
Energy Modeler	**$ 100.00**
Senior CAD/BIM	**$ 120.00**
CAD/BIM	**$ 85.00**
Administration	**$ 75.00**

These rates are valid through December 31, 2026

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE 2025-2026

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	$333.00
Senior Project Executive	$309.00
Project Executive	$301.00
Senior Project Manager | Senior Technical Manager	$292.00
Project Manager | Technical Manager	$287.00
Engineering Manager | Surveying Manager | Planning Manager	$264.00
TECHNICAL STAFF	
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$245.00
Project Engineer | Project Surveyor | Project Planner	$215.00
Design Engineer | Staff Surveyor | Staff Planner	$188.00
BIM Specialist I, II, III	$188.00 - $215.00 - $245.00
Technician I, II, III, IV, V	$179.00 - $190.00 - $208.00 - $224.00 - $242.00
Drafter I, II, III, IV	$140.00 - $153.00 - $166.00 - $184.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$117.00
FIELD SURVEYING	
Survey Party Chief	$245.00
Instrument Person	$210.00
Survey Chainperson	$158.00
Utility Locator I, II, III, IV	$128.00 - $181.00 - $217.00 - $247.00
Apprentice I, II, III, IV	$97.00 - $130.00 - $144.00 - $152.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	$320.00
Senior Construction Administrator	$279.00
Resident Engineer	$207.00
Field Engineer I, II, III, IV	$188.00 - $215.00 - $245.00 - $263.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	$229.00
Funding Strategies Manager	$210.00
Funding/Research Analyst I, II, III, IV	$144.00 - $166.00 - $176.00 - $194.00
PROJECT ADMINISTRATION	
Project Coordinator	$156.00
Senior Project Assistant	$134.00
Project Assistant	$119.00
Clerical | Administrative Assistant	$100.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- The rates shown are subject to periodic increases, including January 1st of each year

2026
Design Compensation Schedule
Bay Area Region

The following hourly rates are applicable as of January 1, 2026, and are subject to change upon notification:

Title	Rate
Senior Principal	$370
Principal	$335
Senior Associate	$300
Associate Principal	$300
Associate	$270
Senior Project Manager	$270
Forensics Operations Manager	$240
Project Manager	$240
Senior Engineer	$240
Design Engineer	$225
Designer 3	$215
Designer 2	$205
Designer 1	$180
Assistant Designer 2	$140
Assistant Designer 1	$120
Engineering Technician II	$205
Engineering Technician I	$160
Project Coordinator	$205
BIM Manager	$240
Senior BIM Specialist	$195
BIM Specialist	$160
Project Analyst	$125
Administrative Services	$105

O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

HOURLY BILLING RATE SCHEDULE

2026

Founding Principal	$285/hour
Principal	$265/hour
Project Manager	$185/hour
Project Electrical Engineer	$185/hour
Project Lighting Designer	$185/hour
Electrical/Lighting Designer	$160/hour
CAD Supervisor	$135/hour
CAD Technician	$125/hour
Administrative	$120/hour

Smith, Fause & McDonald Inc.
351 8th Street, San Francisco, CA 94103
(415) 255-9140 Fax (415) 255-9180
www.sfmi.com info@sfmi.com

Hourly Rates - 2025/2026

Principal Consultants/Engineers:	$220.00	per hour
Associates/Senior Engineers:	$190.00	per hour
Project Engineers:	$175.00	per hour
Staff Engineers:	$160.00	per hour
BIM/CAD Drafting:	$120.00	per hour

DAVID J. POWERS & ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

CHARGE RATE SCHEDULE[1]

Title	Hourly Rate
Senior Principal	$ 361.00
Principal Project Manager	$ 332.00
Senior Environmental Specialist	$ 282.00
Senior Project Manager	$ 259.00
Environmental Specialist	$ 242.00
Project Manager	$ 231.00
Associate Project Manager	$203.00
Assistant Project Manager	$170.00
Researcher	$146.00
Graphic Artist	$136.00

Materials, outside services and subconsultants include a 15% administration fee.

[1] David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 250
Senior Engineer/Geologist/Environmental Scientist	$ 235
Senior Project Engineer/Geologist/Environmental Scientist	$ 220
Project Engineer/Geologist/Environmental Scientist	$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	$ 200
Staff Engineer/Geologist/Environmental Scientist	$ 180
GIS Analyst	$ 160
Technical Illustrator/CAD Operator	$ 140

Field Staff

Certified Asbestos/Lead Technician	$ 220
Field Operations Manager	$ 150
Nondestructive Examination Technician (UT, MT, LP)	$ 145
Supervisory Technician	$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 135
Senior Technician	$ 135
Technician	$ 130

Administrative Staff

Information Specialist	$ 120
Geotechnical/Environmental/Laboratory Assistant	$ 120
Data Processor	$ 95

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
State of California Prevailing Wage Surcharge	$ 30/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Our field services, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field services that may be subject to prevailing wage in accordance with AB 1768 and Prevailing Wage Determinations, will be subject to a prevailing wage surcharge as shown in our Schedule of Fees. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

CA16 PW

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$70
Brick Compression Test, C 67	$55
Brick Efflorescence, C 67	$55
Brick Modulus of Rupture, C 67	$50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$70
Masonry Grout, 3x3x6 prism compression, C 39	$45
Masonry Mortar, 2x2 cube compression, C 109	$35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$85
Flexural Test, C 293	$85
Flexural Test, CT	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$90
Voids filled with Asphalt, (VFA) CT LP-3	$90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136, 145	
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250

Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

2063 Grant Road
Los Altos
CA 94024

Phone 415 981-9430
info@tbdconsultants.com

more value, less risk

Fee Schedule 2026

Hourly Billing Rates for 2026

Principal	$285 per hour
Project Manager	$255 per hour
Senior Estimator / MEP Estimator	$255 per hour
Senior Project Controller / Senior Scheduler	$255 per hour
Estimator / Scheduler / Project Controller	$245 per hour
Assistant Estimator / Assistant Project Controller	$200 per hour
Administrative / Technical Support	$120 per hour

Project Management | Construction Cost Management

Kitchen Designer:	$225.00

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EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or

two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the Project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

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

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

I. QUALIFYING INSURERS

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

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

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

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

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

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

5. As a condition to receiving progress payments, final payment and payment of retention on any and all Projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

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

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

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

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

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

B. Audit Rights

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

C. Enforcement

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

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

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

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

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EXHIBIT E
MILESTONE SCHEDULE

Description of work and task	**Duration**
Task No. 1 – Preliminary Engineering and Evaluation	16 weeks
Task No. 2 – Community Outreach and Special Meetings	Concurrent with other Tasks
Task No. 3 – 65% Construction Documents	12 weeks
Task No. 4 – 95% Construction Documents Package	12 weeks
Task No. 5 – 100% Construction Documents Package	8 weeks
Task No. 6 – Bid Documents	8 weeks
Task No. 7 – Bid Assistance and Award Phase	Bidder's inquires - 2 days response time for clarifications and questions
Task No. 8 – Construction Phase Assistance	See Task 8 for details
Task No. 9 – Post-Construction Phase	See Task 9 for details
Task No. 10 – Furniture, Fixtures + Equipment and Signage	Concurrent with other Tasks

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EXHIBIT F
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE

1.0 GENERAL

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder), a web-based project management software, as the medium for Project documentation and reporting. All costs associated with the use of the software are included in the Project Exhibit B – Schedule of Fees.

2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM

The City of Santa Clara is currently using e-Builder Project Management for all related Project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – Project Management Documentation Software.

3.0 REQUIREMENTS

A. General Requirements:

1. Consultant and Subconsultants shall provide, at a minimum, the following to its staff:

    a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
    b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
    c) Web Browser: Microsoft Internet Explorer 10.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, some features might not work as expected;
    d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;

e) Scheduling Software: Microsoft Project or Primavera;
f) Internet Service Provider: A reliable ISP in the area of the Project;
g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

B. <u>Project Web Requirements:</u>

1. This Project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all Project team members continuous access through the Internet to important Project data as well as up-to-the-mute decision and approval status information.

2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of subconsultant's personnel.

3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a regular basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

C. <u>Electronic File Requirements:</u>

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants

shall also submit all closeout documents including all “As-Built Drawings,” catalog cuts, and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

4.0 IMPLEMENTATION REQUIREMENTS

A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Subcontractors, Consultant, Subconsultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.

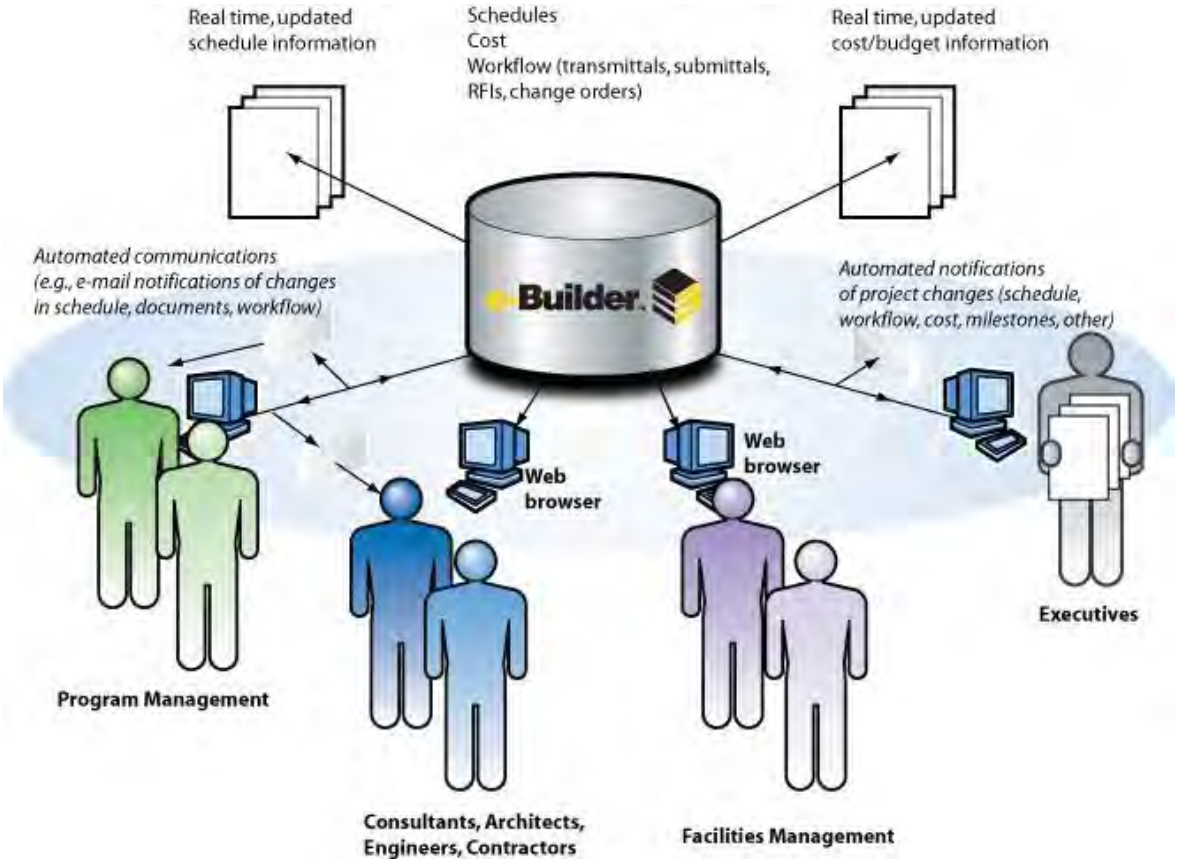
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

C. Central Document Vault: e-Builder system includes a central database that maintains all Project information and manages Project communications amongst team members.

D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of Project members.

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

F. Reporting: All of the Project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



5.0 LICENSING REQUIREMENT

A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.

B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.

2. Quarterly e-Builder software enhancements.

3. Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.

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EXHIBIT G
PROJECT DESIGN CONSIDERATIONS

1. General:

The following design considerations and information have been identified for the project and shall be taken into consideration and reviewed with the City by the Consultant as part of the work and decisions and directions for each of these items will be discussed and direction given by the City for the Consultant to use in the development of the project documents.

1.1. Open Outdoor Space Design

1.1.1. Do not locate trees/plants that will drop leaves that can blow into the pool.

1.1.2. Design for hosting competitive meets and address:

- Ability to separate spectators from competition area.
- Family Changing Rooms.
- Separate bathroom on the competition side of the pool from the locker rooms (can be single use).
- Provide space for EZups or a built-in shade cover near the starting block areas for short-course and long-course.
- Provide infrastructure for streaming competitions.
- Provide strong Wi-Fi throughout.
- Provide an indoor room within the view of the pool to run meet operations.
- Light poles on timer and lower poles to provide more lights.

1.1.3. Identify potential traffic issues affecting residents and include construction contract language to minimize disruption and impacts.

1.1.4. Identify lead times for specialty equipment and materials to facilitate the project schedule. Determine needs and help facilitate orders as soon as possible. Consultant shall be required to contact applicable manufacturers and contractors to obtain accurate lead time for specialty equipment and materials.

1.2. General Building Design Criteria:

1.2.1. Provide inclusive, safe, and accessible amenities within an aquatics amenity center including administrative space to support daily operations (reception), full-time staff, and program management as well as dedicated and flexible spaces for lifeguard operations (briefing/training, break room, and lockers). Provide two all-gender shower and restroom combos.

1.2.2. Design the building in such a way to accommodate potential future expansion.

1.2.3. Establish secure, controlled access to administrative and restricted employee areas.

1.2.4. Integrate emergency operations features, such as audiovisual systems for public announcements, facility management and training, surveillance points and a first-aid station.

1.2.5. Ensure the administration building integrates seamlessly with existing and planned aquatic programs, party rentals and special events. This will include restroom facilities and locker rooms.

1.2.6. Explore design options with non-aquatic fitness and training amenities to serve the broader community, such as a meeting room, program room(s), multi-purpose room with kitchen, etc.

1.2.7. Integrate sustainable and efficient/long-term operation and maintenance.

1.2.8. Provide a facility that aligns with community priorities established through public engagement and the Community Aquatic Facilities Stakeholder Committee.

1.2.9. Deliver a value engineered project within the established budget in a timely manner which meets all local, state and national building and aquatics safety standards.

1.2.10. Building design that allows for future scalability.

1.2.11. Avoid small tiles for shower stalls.

1.2.12. The building shall be higher in elevation to avoid stormwater inundation and flooding or have good drainage around the building.

1.2.13. Provide material and equipment storage.

1.2.14. Specify industrial grade material and equipment.

1.2.15. Use non-slip and darker color floor tiles.

1.2.16. For the Community Room:

- Include- refrigerator, microwave, TV, hookups for laptop, and the ability to wash + sink for 65-100 capacity.
- Provide another small community room for 25 people with similar amenities.
- Provide direct walk out lock at community room.

1.2.17. Cabana rental outside of pool area.

1.2.18. Provide overhangs for shade and block sunlight from entering offices.

1.2.19. Provide security cameras throughout.

1.2.20. Provide card readers.

1.2.21. Provide intercom system.

1.3. Summary of potential programming / maintenance considerations:

The programming could serve a broad range of community needs, including but not limited to general recreation, fitness, competitive aquatics, water safety education, community programming, support spaces for year-round programming, etc. The building also needs to include maintenance and programming support functions.

1.3.1. Building interior - City operational requirements

- Reception desk area
- Locker room (restroom/meter shower)
- Family changing room
- Program room(s) (flex space for programming and public use)
- Meeting room

- Lifeguard space with lockers
- Digital information display
- Storage rooms
- IT/server/maintenance room
- Multi-purpose room(s)
- Administrative office(s) (individual offices, modular station and/or open space for key seasonal staff)
- Staff break room (with kitchenette)
- Janitorial room with hot and cold water and mop sink with shelving and storage cabinets
- All offices facing Patricia Drive shall not include any windows to maintain privacy of adjacent neighbors. Vice versa, all rooms/offices facing the interior pools to contain windows
- Misc. – Wi-Fi, digital signage, key card access, AV system throughout facility with connectivity to scoreboard and outdoor speaker, water bottle filling stations
- Staff room that will be able to observe entire swim area
- Ventilation and operable windows
- Dedicated restrooms
- One meeting room dedicated for staff (lifeguards, etc.) only
- Two offices, manager and supervisor

1.3.2. Desired amenities

- Rental space / party room (with kitchenette, and outdoor programming space)
- Washer/dryer
- Fitness gym
- Reception/lounge

1.3.3. Competitive/community wish list –

- Multi-use space for 200 people with tables and chairs, full kitchen with cooking amenities (e.g., large refrigerator and freezer space, sink for doing dishes, ice maker, food prep/counter space, stove/convection oven, warmer)
- Room for stretching/group dryland workouts
- Dedicated office space for coaches
- Family changing rooms
- Adequate lockers and showers
- Adequate toilets and sinks
- Exterior showers and restrooms for athletes

1.3.4. Exterior Building Facilities - City operational requirements

- Hose bibs
- Storage space with vented air completely separate from indoor janitorial space with built-in shelving for storage
- Landing pad for up to 5 food trucks
- Exterior buildings – address upgrades to existing restroom and park maintenance buildings
- Drop off lane / curb cut for passenger cars / buses still maintain sidewalk attached to the sidewalk

1.3.5. Desired amenities

- Concession stand
- Connected courtyard / space adjacent to party room, shade canopy, scoreboard
- covered spectator seating, solar, TVs

26-489 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Ten Over Studio for Design Professional Services for the Fire Station 7 Replacement Project

BACKGROUND
Originally constructed in 1971, Fire Station 7 located at 3495 Benton Street (Attachment 1), is in need of renovation or replacement to address various deficiencies including operational capacity, accessibility, and modern fire service requirements. The existing facility no longer supports current apparatus sizes, staffing needs, current ADA standards, or essential support spaces.

The Fire Station 7 Replacement Project (Project) will be completed in two phases. Phase I of the Project includes a study of the existing fire station to determine the most effective approach for meeting the Fire Department's current and future operational needs through either renovation or replacement. Phase II of the Project includes developing design plans according to the approved schematic design, constructing the facility to meet current requirements, and providing engineering support during the construction.

The Phase I study scope of work includes evaluating the facility's existing conditions, testing and assessing building materials, conducting a cost-benefit analysis of renovation versus replacement, developing schematic plans and alternative layouts, and providing recommendations for additional fire station features that would enhance functionality and support the Fire Department's operational needs.

The Project was previously unfunded, however in November 2024, Santa Clara voters approved Measure I, authorizing the issuance of General Obligation bonds to address the City’s infrastructure needs including the renovation or replacement of Fire Station 7.

DISCUSSION
Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

On January 16, 2026, a competitive Request for Proposals (RFP) was published on the City’s e-procurement platform for Phase I and Phase II engineering services. The City received four proposals from Brown Reynolds Watford Architects; CSHQA; Joseph Chow & Associates, Inc. and Aetypic, Inc. (JCA/AET JV); and Ten Over Studio. For Phase I, a proposal review panel consisting of

staff from the Department of Public Works and Fire Department evaluated each proposal against the criteria set forth in the RFP, including responsiveness, firm qualifications, experience and availability of key staff, project approach, and ability to complete the project in a timely manner. Based on the panel's evaluation, staff recommends awarding the agreement to Ten Over Studio. Ten Over Studio demonstrated a strong understanding of the Project and provided an excellent approach to the work presented in the RFP. They also have extensive architecture experience working in the Bay Area and have successfully completed similar fire station projects in the past.

The proposed agreement (Attachment 2) for Phase I includes a negotiated scope of services and fees based upon the understanding of the work to be performed. The scope of services generally includes project management, surveying, testing and evaluation of the existing building, data analysis and delivery of a preliminary report comparing renovation and rebuilding options, and a final recommendation with cost estimates for each option.

Staff recommends entering into the agreement with Ten Over Studio to provide design professional services for Phase I of the Project. Approval of this agreement will provide professional services necessary to evaluate the building and make recommendations for completing the Project.

The RFP also included a provision that allows the City to solicit cost proposals, negotiate, and enter into an additional design professional services agreement for Phase II of the Project with either Ten Over Studio or one of the other consultants that submitted proposals for the RFP. Upon completion of the Phase I study, staff will return to Council with a recommendation to award the design phase of the Project.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the projects and future discretionary approvals are required by the City to approve the projects for construction. Environmental review in accordance with CEQA will occur as part of the design and approval process for any project subject of the design professional services of this agreement.

FISCAL IMPACT

The proposed agreement is for a total not-to-exceed amount of $233,336. This amount includes $210,124 for basic services, and a not-to-exceed amount of $23,212 for additional services and reimbursable expenses. Funding for the Agreement is available in Fire Station 7 Replacement project in the Measure I General Obligation Bond Projects Fund.

COORDINATION

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

PUBLIC CONTACT

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

City of Santa Clara public library.

RECOMMENDATION

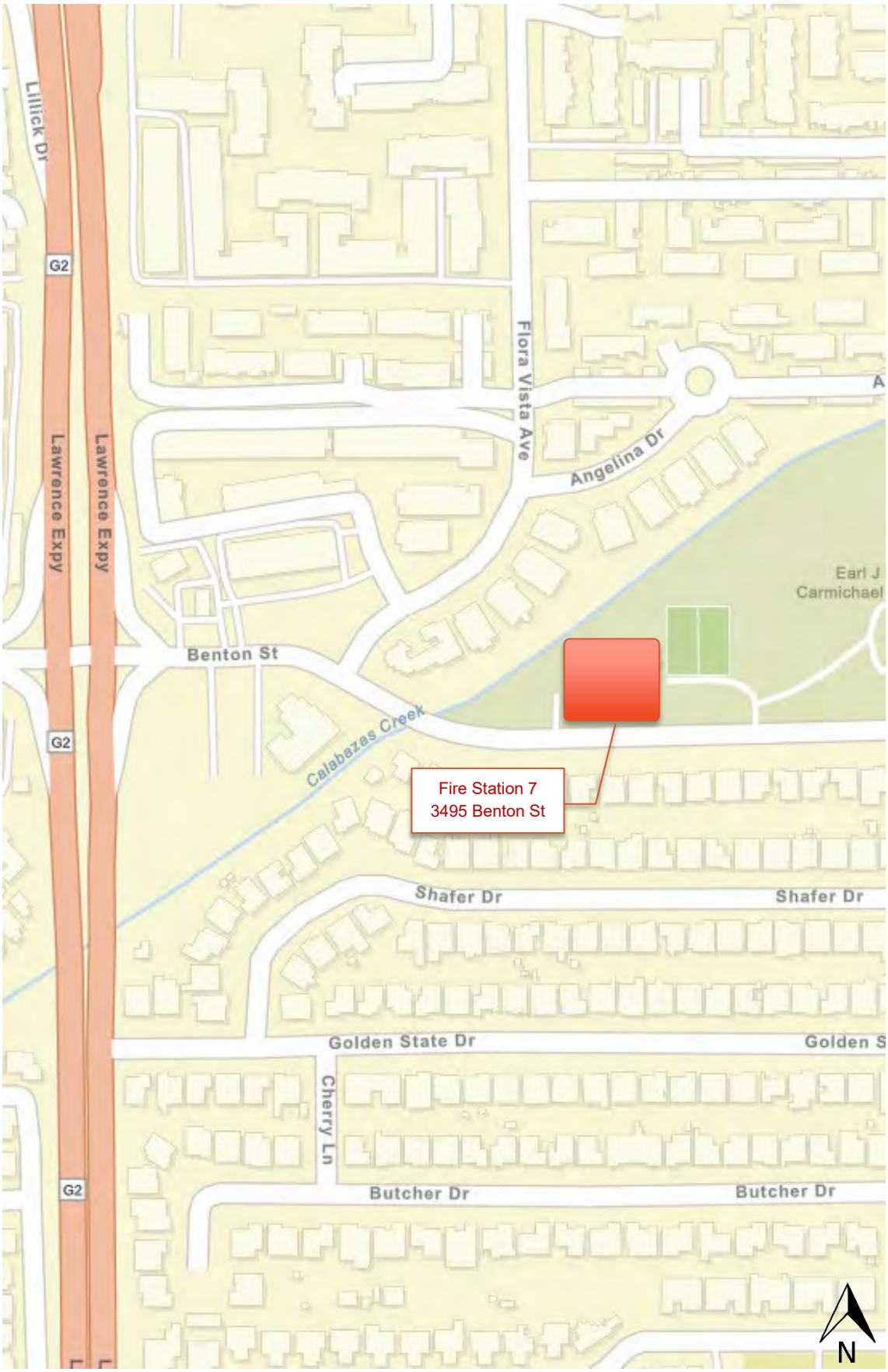
1. Approve and authorize the City Manager to execute an Agreement with Ten Over Studio for Design Professional Services for the Fire Station 7 Replacement Project in the not-to-exceed amount of $233,336, in a final form approved by the City Attorney; and
2. Authorize the City Manager to execute amendments, extensions, and related documents necessary to implement the Agreement, provided such actions are consistent with the purpose, scope, and funding authority described in this staff report, in a final form approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Project Location Map
2. Agreement with Ten Over Studio

Attachment 1
Project Location Map



NOT TO SCALE

EBIX Insurance No. *S20000_____

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TEN OVER STUDIO, INC.

PREAMBLE

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

RECITALS

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

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

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 18, 2026 and terminate on June 30, 2027.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Thirty-Three Thousand Three Hundred and Thirty-Six Dollars ($233,336), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

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

furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MNguyen4@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401
and by e-mail at Cyrusb@tenoverstudio.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections

may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 9

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

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

"CITY"

TEN OVER STUDIO, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

I. BACKGROUND

The City of Santa Clara intends to modernize Fire Station 7 to meet current and future operational, safety, and service needs. The City is evaluating options that include renovation and expansion of the existing facility, or the demolition and construction of a new fire station.

This project is funded through Measure I, a voter-approved general obligation bond measure approved by Santa Clara voters in November 2024. Measure I provides funding for the repair, replacement, and modernization of critical City infrastructure and public safety facilities, including fire stations. Bond proceeds allocated under Measure I will be used to support the demolition of the existing facility and construction of a new fire station on the current site. The project is subject to all applicable Measure I requirements, including use-of-funds restrictions and oversight provisions.

II. PROJECT DESCRIPTION AND REQUIRED SERVICES

The City proposes upgrading Fire Station 7 by either renovation or rebuilding of the existing fire station. Upgrades may consist of demolishing and rebuilding of the fire station, or expansion in the apparatus bay for aerial apparatus, redesign of staff areas, HVAC and electrical system upgrades and driveway reconfiguration. Based on this upgrade criteria, Consultant shall provide a recommendation to either renovate or to rebuild based on a cost benefit analysis as part of this study.

The services of Consultant shall include a survey of existing conditions of the fire station, testing and assessment of building materials, a cost benefit analysis for renovation versus rebuilding options, recommendations for other desirable fire station features, and provide schematic plans and alternatives.

III. SCOPE OF WORK

Task 1: Building Preliminary Study and Cost Benefit Analysis

The Consultant shall:

1.1 Visit and verify the existing site, building condition, equipment and facilities to identify opportunities and constraints based on Fire Department needs and the following criteria:

1.1.1 Inspect the existing site and the existing building for the configuration of the driveway.

a. Evaluate the turning radius into the back of the fire station that would allow fire engines and tiller trucks to make the turn and pull through without backing.

1.1.2 Inspect and evaluate the building's interior space for the proposed:

a. Single-story or two-story fire station building layout, depending on optimal site design and operational needs. Provide alternatives for both options. All designs shall be done in accordance with the ADA Design Guidelines and Regulations, latest building and fire codes, and other applicable codes and standards recommended by the Consultant.
b. Three (3) apparatus bays. The bays must be sized to accommodate a fire engine, tiller truck, and ambulance or reserve apparatus in the future.
c. Ten (10) individual sleeping dorm rooms to accommodate ten personnel.
d. "Jack and Jill" style bathrooms serving the dorm rooms. Each bathroom module will include a central double-sink vanity accessible from two sides, separate lockable rooms for the toilet and shower to ensure privacy, two independent entrances from each adjacent dorm room, use of locking pocket doors where to maximize interior space and avoid blocking open areas, and durable, easy-to-clean materials appropriate for high-use and contamination-control needs.
e. A dedicated laundry room.
f. A community room with access to a public restroom, independent from station staff access.
g. Computer workstation space for a minimum of ten (10) personnel.
h. A gym located away from the dormitory area to reduce noise impacts.
i. The gym which shall include both an interior door providing direct access to the apparatus floor and an exterior double door leading to a covered outdoor exercise patio. Provide a window from interior living space into gym so that visual can be made on personnel inside the gym in case of a medical emergency.
j. Extend water and electrical utilities adjacent to gym to support potential future installation of health and fitness equipment.
k. Water filtration station for water bottles adjacent to gym.
l. A kitchen with space to accommodate a minimum of three (3) refrigerators, with capacity for up to four (4) refrigerators preferred.
m. A dayroom/kitchen layout that includes added windows with blinds between the kitchen and dayroom spaces to allow for natural light and controllable privacy. Position dayroom and patio on the Mark Avenue side of the building.
n. Apparatus bays equipped with vertical accordion-style apparatus doors. See video link for example: https://www.youtube.com/watch?v=LV8J8i8fAeU
o. Driveway access design shall position the security gate sufficiently far from the street to allow a sixty-foot (60') truck to wait without obstructing roadway traffic.
p. HVAC system throughout building for heating and cooling, including apparatus bays.
q. Diesel fueling station/reservoir on grounds.
r. Radio antennae relocation if necessary. Antennae must remain on property.
s. Gray water capture system on property to allow for vehicle washing inside or outside.

1.1.3 Recommend HVAC criteria for rebuild.

1.1.4 Recommend electrical system criteria for rebuild.

1.1.5 Evaluate the existing building and HVAC system for a proposed air evacuation system of apparatus floor to evacuate the air out of the apparatus floor and remove all exhaust and particulate from the running apparatus. Recommend air evacuation system criteria for rebuild option. Inspect the entire building for potential upgrades per the current building standards code.

1.1.6 Recommend design criteria capable of supporting LEED Silver and in compliance with the City's Climate Action Plan and all applicable City's reach codes.

1.2 Perform all necessary soil test and hazardous material inspection and assessments to identify and address any potential issues and concerns related to the building renovation and rebuild options.

1.3 Provide additional recommendations on building renovation and upgrades not mentioned in the criteria that the City should consider.

1.4 Develop probable construction cost and cost benefit analysis for rebuild.

1.5 Develop a construction schedule for building rebuild.

1.6 Meet with City staff to obtain additional information and input as needed. Consultant shall attend at least 2 meetings (one kick off and one follow up meeting).

1.7 At the City's request, Consultant may be required to conduct a community meeting or present to City Council for public input. Consultant to prepare all necessary documents, presentation materials, and renderings to support the outreach.

Task 1 Deliverables:

1. A draft report to document the existing building conditions and necessary building code upgrades. It shall include site opportunities and constraints and preliminary cost benefit analysis and recommended option (renovate or rebuild), also recommendation of other upgrades not mentioned in the criteria that the City should consider, and a list of Pros and Cons of renovate vs. rebuild options (electronic copy).
2. A draft probable construction cost estimate for build options (electronic copy).
3. A draft construction schedule for rebuild options (electronic copy).
4. A draft and final meeting minutes with action items, identifying responsible parties and scheduled completion dates (electronic copy).

Task 2: Final Recommendations

Based on City staff's review and comments on the draft documents in Task 1, Consultant shall revise the draft documents and submit the final documents to the

City. Consultant shall meet with the City staff for a final review and document revision.

Task 2 Deliverables:

1. Final report documenting the existing building conditions and necessary building code upgrades, the cost benefit analysis rebuild, recommendation for other upgrades not mentioned in the criteria that the City should consider, final recommendation (electronic copy).
2. Construction cost estimate for the recommended option (electronic copy).
3. Construction schedule for recommended option (electronic copy).

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $210,124, plus any authorized Reimbursable Expenses, which shall not exceed $2,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $21,212. In no event shall the amount billed to City by Consultant for services under this Agreement exceed $233,336, subject to budget appropriations.

II. BASIC SERVICES

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Fees shall be lump sum and not-to-exceed per task as listed below. City may re-allocate remaining budget from any finished tasks to any un-finish tasks as need to complete works within the Basic Services.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

Description		Amount
Task 1	Building Preliminary Study / Cost Benefit Analysis	$172,969
Task 2	Final Recommendation	$25,055
Optional Services		
Task 3	Soil Sampling	$12,100
Total		**$210,124**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed Two Hundred and Ten Thousand One Hundred and Twenty-Four dollars ($210,124), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed $2,000 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the

Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost without any markup. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:

- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Section III, Scope of Work, of Exhibit A
- Presentation Materials
- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $21,212 without approval by the City.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant - Ten Over Studio:

Classification	Hourly Rate
Principal in Charge	$ 300
Project Manager	$ 240
Senior Architect	$ 234
Architect	$ 186
Senior Designer	$ 162

Sub-consultants:

BCA	
Classification	**Hourly Rate**
Principal	$ 305
Engineering Manager	$ 245
Project Engineer	$ 205
Assistant Engineer	$ 170

GLUMAC	
Classification	**Hourly Rate**
Vice President	$ 400
Project Manager	$ 290
Project Engineer	$ 290
Designer	$ 250
BIM	$ 200
Project Coordinator	$ 175

BKF	
Classification	**Hourly Rate**
Principal In Charge	333
Senior Project Executive	309
Project Manager	287
Surveying Manager	264
Field Crew (2)	490
Project Surveyor	215
Project Engineer	215

SFMI	
Classification	**Hourly Rate**
Principal	$ 220
Senior Egnineer	$ 175
Engineer	$ 160
CAD	$ 120

HALEY ALDRICH	
Classification	**Hourly Rate**
Principal	$ 365
Senior Project Manager	$ 270
Technical Expert	$ 270
Senior Technical Specialist	$ 230
Project Professional	$ 200
Technical Specialist	$ 200
Project Support	$ 125
H&A Lab Testing	$ 660

CUMMING GROUP	
Classification	**Hourly Rate**
Associate Director	$ 260
Senior Cost Manager	$ 225

Allowable sub-consultant markup: 10%

VI. PAYMENT PROVISIONS

6.1 Time and Materials

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

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

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

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

6.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

6.2.1 Invoices must include the following information:

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

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

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

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

6.3 Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

6.4 When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

6.5 Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

6.6 The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

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

6.8 Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or one million dollars ($1,000,000) aggregate.

E. POLLUTION LIABILITY

Pollution Liability insurance covering liability for third-party bodily injury, property damage and cleanup costs resulting from a pollution incident with a limit not less than $1,000,000 per occurrence.

F. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Claims Made Coverage. If coverage is obtained on a "claims made" policy form, the continuity or retroactive date shall precede the date services were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of services under this Agreement.

4. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to the City.

5. Cancellation.

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

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

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

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

H. EVIDENCE OF COVERAGE

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

I. EVIDENCE OF COMPLIANCE

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

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

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

J. QUALIFYING INSURERS

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

EXHIBIT C-06 Professional Service Contract.doc

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

Prevailing Wage Requirements

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

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

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

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

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

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

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

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

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

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

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

Audit Rights

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

Enforcement

City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply

with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

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

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

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

REPORT TO COUNCIL

SUBJECT

Action to Approve Multidisciplinary Engineering Master Services Agreements for Silicon Valley Power and Authorize Additional Aggregate Maximum Compensation Not-to-Exceed $80 Million Across Four Master Agreement Groups, to be Funded from the Electric Utility Fund and the Electric Utility Capital Fund

EXECUTIVE SUMMARY

Silicon Valley Power (SVP), the City of Santa Clara's municipal electric utility, requires specialized engineering consulting services to support system expansion, capital project delivery, system operations, and reliability improvements. These services include transmission and distribution engineering, substation design, power system modeling, interconnection studies, protection and control engineering, civil and structural engineering, grounding design, and construction management and inspection. To provide these services efficiently, SVP competitively procures master services agreements with pre-qualified engineering consulting firms, allowing specialized expertise to be retained on an as-needed basis.

The City Council has previously authorized master services agreements with pre-qualified engineering firms, with a combined aggregate amount of $138 million to support SVP’s engineering, capital improvement, and operational needs. Throughout this report, these agreements are referred to as Group 1, Group 2, and Group 3 agreements. These agreements have provided specialized engineering support for critical projects, including the Northern Receiving Station (NRS) Upgrades and Expansion, Scott Receiving Station (SRS) Rebuild and Replacement, Kifer Receiving Station (KRS) Rebuild and Replacement, NRS-KRS 115kV Transmission Line, Battery Energy Storage System, Esperanca Substation, Laurelwood Substation, Northwest Loop Capacity Upgrade, Juliette Substation, Palm Substation, Walsh-Uranium 60kV Reconductor, and Homestead-Serra 60kV Line Enhancement.

SVP expects continued load growth in electric demand and significant infrastructure investment over the next decade. Peak system load is projected to increase from 813 megawatts (MW) in 2026 to 1,709 MW by 2036, requiring substantial investment in new transmission, substation, and reliability infrastructure. Planned projects include new 230kV transmission facilities, expansion of the internal 60kV transmission network, transmission line replacements and reconductoring, system reliability improvements, and physical security enhancements at critical utility facilities. Meeting these needs will require continued access to specialized engineering expertise that supplements in-house staff.

Accordingly, this report requests City Council approval to establish a new Group 4 pool of multidisciplinary engineering master services agreements and authorize an additional $80 million in aggregate maximum compensation across all master agreement groups. If approved, the combined aggregate maximum compensation across Group 1 through Group 4 would be $218 million,

consisting of the previously authorized $138 million plus the proposed $80 million.

The requested action would also authorize staff to administer the Group 1 through Group 4 agreements within the combined $218 million aggregate cap, including reallocating compensation among agreements as project needs evolve and establishing additional engineering master services agreements if specialized services are not available through the existing pools. Any future agreements would be procured in accordance with Chapter 2.105 of the Santa Clara City Code (City Code), remain within the approved $218 million aggregate cap, be subject to appropriation of funds, and the review and approval as to form by the City Attorney.

BACKGROUND

Over the years, SVP staff have conducted multiple competitive solicitations in accordance with Chapter 2.105 of the City Code to establish pre-qualified pools of consultants to support engineering, planning, and operational needs. These solicitations were structured to address distinct service areas and evolving project requirements, resulting in the establishment of three groups of master services agreements, with a combined aggregate maximum compensation of $138 million authorized by the City Council.

Master Services Agreements Approved Through Prior Council Authorizations

(a) Group 1 - System Expansion Planning, Plan Implementation, and General Consulting Services

The Group 1 master services agreements support SVP's System Expansion Plan, Plan Implementation, and General Consulting Services. The initial authorization established agreements with (i) Electrical Consultants, Inc. for System Expansion Plan, (ii) AECOM Technical Services, Inc., Burns and McDonnell Engineering Company, Inc. (Formerly 1898 & Co.), Stantec Consulting Services Inc., and TRC Solutions, Inc. for Plan Implementation, and (iii) Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services. Since their initial execution, the agreements have been amended, where applicable, in accordance with the authority granted by the City Council, including updates to rates, compensation, and other administrative provisions.

Through multiple City Council actions, the aggregate authorization was incrementally increased to $103 million to support growing project demands, as summarized below:

- October 13, 2020 (RTC 20-854): Initial authorization establishing multiple agreements with a total aggregate maximum compensation of $850,000 for System Expansion Planning and $25 million for Plan Implementation and General Consulting Services;
- May 10, 2022 (RTC 22-555): Approved (i) an amendment to the agreement with AECOM Technical Services, Inc., increasing the contract amount from $3 million to $11 million and (ii) an increase of the total aggregate authorization to $33 million for Plan Implementation and General Consulting Services;
- October 4, 2022 (RTC 22-166): Authorized amendments to existing agreements, increasing the total aggregate authorization to $50 million for Plan Implementation and General Consulting Services;
- July 18, 2023 (RTC 23-737): Authorized (i) amendments to the agreement with Electrical

Consultants, Inc. to increase the total amount to $1.5 million for System Expansion Plan, and (ii) an increase the total aggregate authorization to $80 million for Plan Implementation and General Consulting Services;

- December 3, 2024 (RTC 22-1123): Authorized amendments to existing agreements, increasing the total aggregate authorization to $100 million for Plan Implementation and General Consulting Services; and
- February 11, 2025 (RTC 25-73): Authorized (i) an amendment to Electrical Consultants, Inc. to extend the term and increase the total amount to $3 million for System Expansion Plan, (ii) an increase of the total aggregate authorization to $103 million for System Expansion Planning, Plan Implementation, and General Consulting Services.

(b) Group 2 - Protection, Communications, and Control System Engineering Support Services

The Group 2 master services agreements support SVP's ongoing operational and capital needs, including engineering services for electric protection systems, communications infrastructure, and control systems essential to the safe and reliable operation of the electric utility.

On February 22, 2022 (RTC 22-147), the City Council authorized agreements with Burns and McDonnell Engineering Company, Inc. (Formerly 1898 & Co.), HDR Engineering, Inc., Leidos Engineering, LLC, Power-Tech Engineers, Inc., SEL Engineering Services, Inc., Soudi Consultants, Inc., and TRC Solutions, Inc. Since their initial execution, the agreements have been amended, where applicable, in accordance with the authority granted by the City Council, including updates to rates, compensation, and other administrative provisions.

The agreements have a combined aggregate maximum compensation of $20 million over their terms, subject to an annual not-to-exceed limit of $4 million.

(c) Group 3 - As-Needed Engineering Support Services (Transmission Planning and System Operations)

The Group 3 master services agreements provide specialized engineering support for SVP system operations and planning functions, including transmission planning for real-time operations, system enhancement and expansion transmission planning, project scheduling, communications engineering (wide area network), system operations business planning, and commissioning and testing support.

On November 18, 2025 (RTC 25-1573), the City Council authorized agreements with Electric Power Engineers, LLC, Flynn Resource Consultants, Inc., Handran Engineering, Leidos Engineering, LLC, and Power-Tech Engineers, Inc. All agreements have been executed, except the agreement with Handran Engineering, which is close to being finalized pending negotiation of a few outstanding contract provisions.

The agreements have a combined aggregate maximum compensation of $15 million over their terms.

Summary of Existing Consultant Groups

The master services agreements established through prior City Council actions have provided SVP

with flexible access to specialized engineering expertise needed to support planning, design, operations, and implementation of critical electric utility projects. Table 1 summarizes the existing groups of master services agreements, their authorized City Council compensation amounts, and the estimated remaining City Council-authorized capacity. Additional information on the individual agreements, including their terms and current expiration dates, is provided in Table 3.

Table 1 - Summary of Existing Master Services Agreements

Group	Service Area	Authorized Amount	Estimated Remaining Authorized Capacity	Status / Use Going Forward
Group 1	System Expansion Planning, Plan Implementation, and General Consulting	$103 million	$11 million	Retain for active projects and completion of previously authorized work; no new task orders
Group 2	Protection, Communications, and Control System Engineering Support	$20 million	$14 million	Continue to support ongoing operational and capital projects
Group 3	As-Needed Engineering Support Services (Transmission Planning and System Operations)	$15 million	$15 million	Continue to support ongoing operational and capital projects
Total		$138 million	$40 million	

Capital Projects Supported by Engineering Master Services Agreements

City Council-authorized funding under the existing master services agreements has supported a broad range of completed and active capital projects and engineering efforts, as listed in Table 2. These projects are examples of the City's use of prior authorization to advance tangible utility infrastructure, reliability, and system capacity objectives. Through the term of the master services agreements, since FY 2020/21 for Group 1 and FY 2021/22 for Group 2, an average of approximately $16.3 million has been allocated annually for capital projects and some operating expenditures.

Table 2 - Projects Supported by Engineering Master Services Agreements

Project Name	Master Services Agreements Utilized	Project Type/Outcome

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Transmission System Reinforcement	Group 1	Transmission improvement
San Tomas Junction	Groups 1, 2	Substation project
Stender Way Junction Substation	Groups 1, 2	Substation project
Memorex Junction Substation	Groups 1, 2	Substation project
Freedom Circle Junction Substation	Groups 1, 2	Substation project
Bowers Avenue Junction	Group 1	Substation project
Storm Water Compliance	Group 1	Facility compliance
Northern Receiving Station Upgrades and Expansion	Group 1	Receiving station reliability / equipment replacement
Scott Receiving Station Rebuild and Replacement	Group 1	Receiving station rebuild
Kifer Receiving Station Rebuild and Replacement	Group 1	Receiving station rebuild
NRS-KRS 115kV Transmission Line	Group 1	Transmission improvement
Battery Energy Storage System	Group 1,2	Grid reliability / capacity support
Esperanca Substation	Group 1, 2	Substation improvement
Laurelwood Substation	Group 1, 2	Substation improvement
Northwest Loop Capacity Upgrade	Group 1	Capacity enhancement
Palm Substation	Group 1	Substation project
Walsh-Uranium 60kV Reconductor	Group 1	Transmission reconductor / reliability
Homestead-Serra 60kV Line Enhancement	Group 1, 2	Line enhancement / reliability
Juliette Substation	Group 1	Substation project

DISCUSSION

SVP relies on engineering consultants to support system planning, capital project delivery, and utility operations. The existing master services agreements have enabled SVP to access specialized technical expertise on an as-needed basis and have collectively supported critical infrastructure delivery and operational needs. Absent this approach, SVP would struggle to complete so many projects and meet customer expectations.

As discussed above, SVP’s engineering needs are expected to continue growing as peak system load increases over the next decade. Based on current utilization, the existing master services agreements are not sufficient to support the full scope of anticipated future work. In addition, several Group 1 agreements have expired or cannot be extended beyond their original authorized terms. Accordingly, staff recommend establishing a new Group 4 consisting of multidisciplinary engineering master services agreements to support future project assignments.

Proposed Group 4 - Multidisciplinary Engineering Master Services Agreements

To address future engineering service needs, staff conducted a competitive qualifications-based selection process in accordance with Section 2.105.140(c) of the City Code and applicable state law governing professional engineering services. The solicitation requested statement of qualifications from firms across multiple engineering disciplines, including:

- Transmission or Distribution Design Services
- Substation Design
- Grounding System Design
- Civil Structural Design Services
- Standards, Procedures, Specifications Development
- Equipment Rating
- System Modeling
- Interconnection Studies
- Construction Management and Inspection Services
- Distribution Engineering System Support
- Protection and Control Engineering

The solicitation was issued through the City's e-procurement system. Proposals were evaluated based on demonstrated competence, relevant experience, qualifications of key personnel, capacity to perform the work, and project approach. Labor rates were not considered during the qualifications evaluation. Following the evaluation, the City entered into negotiations with the highest-ranked firms, including a review of proposed labor rates and contract terms. In addition, all firms underwent an independent audit of applicable cost components, or a City review, to provide additional assurance that the proposed rates are fair and reasonable.

Based on the evaluation and negotiations, staff recommend that the City Council authorize the City Manager to execute agreements with the following firms to establish the Group 4 Multidisciplinary Master Services Agreements:

- AECOM Technical Services, Inc.
- Auriga Corporation
- BKF Engineers
- Burns & McDonnell Western Enterprises, Inc.
- Electrical Consultants, Inc.
- HDR Engineering, Inc.
- K&A Engineering Consulting PC
- Kano Consultants
- Kewo Engineering Corp
- Leidos Engineering, LLC
- NV5, Inc.
- Siemens Industry, Inc.
- Soudi Consultants, Inc.

The recommended Group 4 master services agreements continue SVP's existing approach of maintaining multiple pre-qualified engineering firms under master services agreements to provide specialized engineering services on as-needed basis. As with the Group 1, Group 2, and Group 3 master services agreements, individual projects will be authorized and assigned through the task order process under the applicable master services agreement. Participation in Group 4 does not guarantee any minimum amount of work. Assignments will be made on an as-needed basis, taking into account project scope, required expertise, firm availability, responsiveness, prior performance, and cost reasonableness.

Each agreement will be executed with an initial not-to-exceed amount of $1 million to allow immediate assignment of work on a project-specific basis. Given the scale of SVP's planned and future capital improvement program needs, additional capacity will be required over the term of the Group 4 master services agreements. Therefore, staff recommend an aggregate authorization not-to-exceed $80 million across all Group 4 master services agreements. Individual agreements may be amended as needed to increase compensation, provided that total compensation does not exceed the City Council-authorized aggregate amount. This structure provides flexibility to allocate capacity among firms based on actual project needs while maintaining overall expenditures within the total amount authorized by the City Council.

The proposed authorization is intended to support anticipated engineering consulting needs associated with SVP's capital improvement program over the next five years. Based on prior project deliveries, engineering services, including design, construction management, and program management, typically represent approximately 20% to 25% of total project costs.

Examples of projects anticipated to utilize the Group 4 agreements include:

- 2410: System Expansion Planning and Analysis
- 2418: Esperanca Substation
- 2424: Substation Physical Security Improvements
- 2447: Substation Control and Communication System Replacement
- 2453: KRS Rebuild and Replacement
- 2454: NRS Upgrades and Expansion
- 2455: NRS-KRS 115kV Line
- 2456: SRS Rebuild and Replacement
- 2459: Transmission Loop 1
- 2463: Transmission Loop 2
- 2465: Duane-Scott 115kV Reconductor
- 2466: South Loop Reconductor
- 2467: Northwestern - Zeno 60kV Reconductor
- 2469: Agnew Rebuild and Expansion
- 2471: Central Substation Rebuild and Expansion
- 2472: Northwest Loop Capacity Upgrade Phase II
- 2143: Revenue Metering Improvement
- 2135: CAISO 3rd 230kV T-Line Into NRS
- 2136: Central Expressway Underbuild Double Circuited 60kV & 12kV

- 2142: NRS to Agnew 60 kV Line Reconductoring
- 2140: Flexible Load Management Program
- 2147: Uranium Feeder Reliability Improvement
- 2145: Spare Equipment Strategy & Procurement
- 2139: Dynamic Facility Ratings Project
- 2137: Duane Substation Bulk Electric System Compliance Requirement

Authorization to Administer Groups 1 Through 4 Under a Combined Aggregate Cap

Table 3 summarizes the master services agreements currently available to support SVP's engineering, planning, operational, and capital improvement activities, including the proposed Group 4 multidisciplinary master services agreements. The table identifies the participating firms, agreement status, and authorization amounts associated with each group. Approval of the proposed $80 million authorization for Group 4 will increase the total aggregate compensation authorized across Group 1 through Group 4 from $138 million to $218 million.

Table 3 - Summary of Group 1 through Group 4 Master Services Agreements

#	Vendor	Initial Term	Options	Maximum Term Options, if any	Status
	Group 1 Agreements				
1	Advisian Worley Group	12/1/2020 -11/30/2025	N/A	N/A	Expired
2	AECOM Technical Services, Inc.	12/1/2020 -11/30/2025	N/A	12/31/2029	Active
3	Burns and McDonnell Engineering Company, Inc. (Formerly 1898 & Co.)	12/1/2020 -11/30/2025	N/A	11/30/2027	Active
4	Electrical Consultants, Inc. (Plan Implementation)	9/1/2021 -11/30/2025	N/A	11/30/2028	Active
5	Electrical Consultants, Inc. (System Expansion)	10/1/2020 - 12/31/2021	N/A	12/31/2027	Active
6	EN Engineering LLC	12/1/2020 -11/30/2025	N/A	11/30/2026	Active
7	Flynn Resource Consultants, Inc.	12/1/2020 -11/30/2025	N/A	N/A	Expired
8	Leidos Engineering, LLC	12/1/2020 -11/30/2025	N/A	11/30/2027	Active
9	Stantec Consulting Services Inc.	12/1/2020 -11/30/2025	N/A	11/30/2029	Active

10	TRC Solutions, Inc. (General Consulting)	12/1/2020 -11/30/2025	N/A	11/30/2028	Active
11	TRC Solutions, Inc. (Plan Implementation)	12/1/2020 -11/30/2025	N/A	11/30/2028	Active
	Group 1 Maximum Compensation			$103 million	
	Group 2 Agreements - Protection, Communications, and Control System Engineering				
12	Burns and McDonnell Engineering Company, Inc. (Formerly 1898 & Co.)	5/1/2023 - 4/30/2028	Five 1-Year Options	4/30/2033	Active
13	HDR Engineering, Inc.	11/1/2022 - 9/30/2027	Five 1-Year Options	9/30/2032	Active
14	Leidos Engineering, LLC	10/1/2022 - 9/30/2027	Five 1-Year Options	9/30/2032	Active
15	Power-Tech Engineers, Inc.	9/1/2022 - 08/31/2027	Five 1-Year Options	8/31/2032	Active
16	SEL Engineering Services, Inc.	7/1/2023 - 06/30/2028	Five 1-Year Options	6/30/2033	Active
17	Soudi Consultants, Inc.	2/1/2022 - 1/31/2027	Five 1-Year Options	1/31/2032	Active
18	TRC Solutions, Inc.	9/1/2022 - 8/31/2027	Five 1-Year Options	8/31/2032	Active
	Group 2 Maximum Compensation			$20 million	
	Group 3 - As-Needed Engineering Support Services (Transmission Planning and Syste				
19	Electric Power Engineers, LLC	12/1/2025 - 11/30/2030	One 1-Year Option	11/30/2031	Active
20	Flynn Resource Consultants, Inc.	12/1/2025 - 11/30/2030	One 1-Year Option	11/30/2031	Active
21	Handran Engineering	///	One 1-Year Option	11/30/2031	Under Negotiation
22	Leidos Engineering, LLC	12/1/2025 - 11/30/2030	One 1-Year Option	11/30/2031	Active
23	Power-Tech Engineers, Inc.	12/1/2025 - 11/30/2030	One 1-Year Option	11/30/2031	Active
	Group 3 Maximum Compensation			$15 million	
	Group 4 - Multidisciplinary Engineering Services				
24	AECOM Technical Services, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed

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25	Auriga Corporation	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
26	BKF Engineers	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
27	Burns & McDonnell Western Enterprises, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Under Negotiation
28	Electrical Consultants, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
29	HDR Engineering, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
30	K&A Engineering Consulting PC	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
31	Kano Consultants	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
32	Kewo Engineering Corp	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
33	Leidos Engineering, LLC	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
34	NV5, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
35	Siemens Industry, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
36	Soudi Consultants, Inc.	9/1/2026 - 8/31/2031	N/A	8/31/2031	Proposed
	Group 4 Maximum Compensation				$80 million
	Total Combined Aggregate Maximum Compensation Across Grou Group 4				$218 million

To provide flexibility in meeting project and operational needs, staff further request authority to allocate the authorized funding across the Group 1 through Group 4 master services agreements, as needed to support project and operational needs, provided that total expenditure does not exceed the aggregate maximum compensation of $218 million. As part of this request, staff also recommend removing the annual not-to-exceed limit of $4 million (previously established under RTC 22-147) for the Group 2 master services agreements to provide greater flexibility in responding to changing project and operational needs.

This approach improves transparency by establishing a single aggregate maximum compensation that applies to all engineering master services agreements, rather than separate funding limits for individual agreement groups. It also provides staff with the flexibility to manage engineering consulting services programmatically by allocating funding among agreements based on project priorities, workload, consultant availability, and the specialized expertise needed to support operational and capital improvement projects.

Given the dynamic state of SVP engineering needs, it is likely SVP will require additional expertise beyond what these master agreements provide; therefore, SVP may return to City Council for additional authority to obtain those services.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California

Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that consultant and engineering services may have a significant effect on the environment. Of course, the environmental impacts of any public improvement projects associated with these services have been or will be analyzed separately under CEQA.

FISCAL IMPACT

The approval of $80 million in funding for Group 4 Multidisciplinary Engineering Services will increase the combined maximum compensation under the proposed agreements to $218 million over the term of the agreements, inclusive of previously authorized amounts of $138 million for Group 1 through Group 3. Sufficient funds are available in the FY 2026/27 Operating Budget in the Electric Utility Operating Fund, and funding for projects in FY 2026/27 is included in the Adopted 5-Year Capital Improvement Program Budget, which was adopted by the City Council on June 9, 2026.

Funds required for the agreements in future years will be included in the proposed budgets for the corresponding years.

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute agreements with AECOM Technical Services, Inc.; Auriga Corporation; BKF Engineers; Burns & McDonnell Western Enterprises, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; K&A Engineering Consulting PC; Kano Consultants; Kewo Engineering Corp; Leidos Engineering; NV5, Inc.; Siemens Industry, Inc.; and Soudi Consultants, Inc. to establish Silicon Valley Power’s Group 4 Multidisciplinary Master Services Agreements, beginning on or around September 1, 2026, and ending on or around August 31, 2031, with an initial not-to-exceed amount of $1 million per agreement and an aggregate maximum compensation of $80 million, subject to review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the master services agreements as listed in Table 3 (organized in this Report to Council as Group 1 through Group 4), and to negotiate and execute amendments to: (a) exercise option years as provided in the agreements, (b) add or delete services, (c) implement rate adjustments as provided in the agreements, (d) increase or reallocate compensation among the various agreement groups; (e) extend the term of an agreement to complete projects initiated during the authorized term, (f) remove the annual not-to-exceed limit of $4 million for the Group 2 master services agreements, and, (g) make de minimis changes, provided that the aggregate maximum compensation of $218 million ($138 million previously authorized amount by the City Council plus the proposed $80 million in Recommendation No. 1) is not exceeded, and subject to

the appropriation of funds and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Group 1 - Agreement with Advisian Worley Group
2. Group 1 - Agreement with AECOM Technical Services, Inc.
3. Group 1 - Agreement with Burns and McDonnell Engineering Company, Inc.
4. Group 1 - Agreement with Electrical Consultants, Inc. (Plan Implementation)
5. Group 1 - Agreement with Electrical Consultants, Inc. (System Expansion)
6. Group 1 - Agreement with EN Engineering LLC
7. Group 1 - Agreement with Flynn Resource Consultants, Inc.
8. Group 1 - Agreement with Leidos Engineering, LLC
9. Group 1 - Agreement with Stantec Consulting Services Inc.
10. Group 1 - Agreement with TRC Solutions, Inc. (General Consulting)
11. Group 1 - Agreement with TRC Solutions, Inc. (Plan Implementation)
12. Group 2 - Agreement with Burns and McDonnell Engineering Company, Inc.
13. Group 2 - Agreement with HDR Engineering, Inc.
14. Group 2 - Agreement with Leidos Engineering, LLC
15. Group 2 - Agreement with Power-Tech Engineers, Inc.
16. Group 2 - Agreement with SEL Engineering Services, Inc.
17. Group 2 - Agreement with Soudi Consultants, Inc.
18. Group 2 - Agreement with TRC Solutions, Inc.
19. Group 3 - Agreement with Electric Power Engineers, LLC
20. Group 3 - Agreement with Flynn Resource Consultants, Inc.
21. Group 3 - Agreement with Leidos Engineering, LLC
22. Group 3 - Agreement with Power-Tech Engineers, Inc.
23. Group 4 - Agreement with AECOM Technical Services, Inc.
24. Group 4 - Agreement with Auriga Corporation
25. Group 4 - Agreement with BKF Engineers
26. Group 4 - Agreement with Electrical Consultants, Inc.
27. Group 4 - Agreement with HDR Engineering, Inc.
28. Group 4 - Agreement with K&A Engineering Consulting PC
29. Group 4 - Agreement with Kano Consultants
30. Group 4 - Agreement with Kewo Engineering Corp
31. Group 4 - Agreement with Leidos Engineering
32. Group 4 - Agreement with NV5, Inc.
33. Group 4 - Agreement with Siemens Industry, Inc.
34. Group 4 - Agreement with Soudi Consultants, Inc.

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

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

DISCUSSION

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

System Expansion Plan

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

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

General Consulting Services

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

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

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

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

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

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

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

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

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

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

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

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

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

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S200004653

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WORLEY GROUP, INC. DBA ADVISIAN

PREAMBLE

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

RECITALS

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

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

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

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

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A..

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

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

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services regarding which the City so notifies the Contractor within one year after performance of the defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City. Contractor shall have no liability or responsibility for repair, modification or replacement of materials, equipment or facilities or the costs associated with such repair or replacement. The foregoing are Contractor's entire responsibilities and City's exclusive remedies for Services rendered and to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this

Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Worley Group, Inc.
Attention: Benjamin Hwang, Naim Triki
2330 East Bidwell St, Suite 120
Folsom CA 95630
and by e-mail at benjamin.hwang@advisian.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

26. CONSQUENTIAL DAMAGES

In no event shall the Contractor be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as but not limited to loss of product, loss of use, non-operation or increased costs

of operation of equipment or systems, loss of anticipated revenue or profits, cost of capital, delays in or cost of construction, or cost of purchased or replacement equipment or systems.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

for BRIAN DOYLE
City Attorney

Dated: 8/5/2021

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

"CITY"

WORLEY GROUP, INC. DBA ADVISIAN
a Delaware corporation

Digitally signed by Naim Triki
DN: cn=Naim Triki, c=US, o=Worley, ou=Advisian, email=Naim.Triki@Advisian.com
Location: Folsom, CA

Dated:
By (Signature):
Name: NAIM TRIKI
Title: Managing Director of Power
Principal Place of Business Address: 2330 Bidwell Street, Suite 120
Email Address: Naim.Triki@advisian.com
Telephone: (916)817-3978

"CONTRACTOR"

06/23/2021

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WORLEY GROUP, INC. DBA ADVISIAN
EXHIBIT A
SCOPE OF SERVICES

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

1. The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:
   - 1.1. System planning for electric utility distribution and transmission systems
   - 1.2. Project design and preparation of plans, specifications and engineer's estimate.
   - 1.3. Distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Substation conceptual design, feasibility, and permitting.
   - 1.5. Support with substation communications, protection and control systems.
   - 1.6. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.7. Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
   - 1.8. Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
   - 1.9. Assess existing design standards and recommend revisions or new standards.
   - 1.10. Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
   - 1.11. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.12. Provide design, specification and cost estimates associated with the distribution system including street lighting.
   - 1.13. Provide drafting support as needed.
2. Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.

The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

3. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.
4. When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.
5. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WORLEY GROUP, INC. DBA ADVISIAN
EXHIBIT B
SCHEDULE OF FEES

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

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

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

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

3. Reimbursable Expenses

   3.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.

   3.2. Subcontracts. A fee of 10% will be added to the invoice cost of subcontracts managed by Worley Group Inc. dba Advisian.

   3.3. Travel and Per Diem:

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

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

      3.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

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

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

3.3.5 An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP.

4. Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WORLEY GROUP, INC. DBA ADVISIAN
TABLE B-1
LABOR RATES

Position	Code	Hourly Rate	Overtime Rate
Engineer/Scientist - L1	4A.ADVC.US	$194	$194
Engineer/Scientist - L2	4A.ADVC.US	$183	$183
Engineer/Scientist - L3	4B.ADVC.US	$171	$171
Engineer/Scientist - L4	4B.CoreEX.US	$150	$150
Engineer/Scientist - L5	5A.ADVC.US	$139	$139
Engineer/Scientist - L6	5B.ADVC.US	$128	$128
Engineer/Scientist - L7	5D.ADVC.US	$117	$117
Engineer/Scientist - L8	5C.ADVC.US	$113	$113
Engineer/Scientist - L9	6A.ADVC.US	$100	$100
Engineer/Scientist - L10	6B.ADVC.US	$89	$89
Designer/Technician - D1	4A.ADVO.US	$169	$169
Designer/Technician - D2	5A.CoreNE.US	$158	$205
Designer/Technician - D3	5B.CoreNE.US	$148	$192
Designer/Technician - D4	5A.CoreEX.US	$136	$136
Designer/Technician - D5	5A.ADVO.US	$125	$125
Designer/Technician - D6	5B.OtherEX.US	$115	$115
Designer/Technician - D7	5C.OtherNE.US	$110	$143
Designer/Technician - D8	5D.CoreNE.US	$98	$127
Designer/Technician - D9	5C.OtherEX.US	$87	$87
Sr. Project Manager/Specialist - S1	2B.ADVO.US	QUOTED PER PROJECT	QUOTED PER PROJECT
Sr. Project Manager/Specialist - S2	3A.ADVC.US	$250	$250
Sr. Project Manager/Specialist - S3	3B.ADVC.US	$226	$226
Sr. Project Manager/Specialist - S4	4A.CoreEX.US	$216	$216
Project Manager/Specialist - S5	4A.OtherEX.US	$189	$189
Project Manager/Specialist - S6	4B.ADVO.US	$165	$165
Project Services - P1	4B.OtherEX.US	$156	$156
Project Services - P2	5B.OtherNE.US	$133	$172
Project Services - P3	5C.ADVO.US	$112	$112
Project Services - P4	5D.OtherNE.US	$94	$122
Project Services - P5	6A.ADVO.US	$73	$73
Other Direct Costs		REIMBURSED PURSUANT TO SECTION 3 OF EXHIBIT B	REIMBURSED PURSUANT TO SECTION 3 OF EXHIBIT B

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
between the
CITY OF SANTA CLARA, CALIFORNIA,
and
WORLEY GROUP, INC. DBA ADVISIAN
EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

Contractor shall provide thirty days written notice to City of any cancellation or modification of the coverage described herein.

4. Other Endorsements.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

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

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

A. Prevailing Wage Requirements

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

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

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

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

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

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

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

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

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

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

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

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

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

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

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

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

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

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

REPORT TO COUNCIL

SUBJECT

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

BACKGROUND

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

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

DISCUSSION

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

System Expansion Plan

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

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

General Consulting Services

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

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

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

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

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

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

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

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

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

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

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

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

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

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

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

ATTACHMENT
1. Agreement for Design Professional Services

EBIX Insurance No. S200004639

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

PREAMBLE

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

RECITALS

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

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

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

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

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

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

7. TERMINATION

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

AECOM Technical Services, Inc.
Attention: Robert K. Turley
300 Lakeside Drive Ste. 400
Oakland, CA 94612
and by e-mail at bob.turley@aecom.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Caio Arellano Digitally signed by Caio Arellano Date: 2021.02.09 15:40:59 -08'00'

BRIAN DOYLE
City Attorney

Dated: 2/12/2021

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

"CITY"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 12/18/20

By (Signature):

Name: Robert K. Turley

Title: Vice President

Principal Place of Business Address: 300 Lakeside Drive Ste. 400 Oakland, CA 94612

Email Address: bob.turley@aecom.com

Telephone: (510) 874-3212

Fax: (510) 874-3268

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

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

EXHIBIT B
SCHEDULE OF FEES

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

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

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

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

AECOM Hourly Rates*

Principal	$280.50	Senior Admin	$134.64
Principal Engineer	$253.98	Admin/ Project Assistant	$96.90
Senior Engineer	$209.10	Contract Manager	$224.40
Project Engineer	$147.90	Senior Professional V	$198.90
Engineer	$107.10	Senior Professional IV	$178.50
Field Engineer	$158.10	Senior Professional III	$158.10
Senior Designer	$177.48	Senior Professional II	$140.76
Designer	$96.90	Senior Professional I	$129.54
Program Manager	$280.50	Project Professional II	$118.32
Senior Project Manager	$273.36	Project Professional I	$105.06
Project Manager	$188.50	Staff Professional II	$96.90
Construction Project Manager	$158.10	Staff Professional I	$86.70
Senior Project Analyst	$172.38	Senior Technician	$124.44
Project Analyst	$96.90	Staff Technician	$69.36

*Overtime for exempt employees will be billed at 1.5 times standard rate. Expenses will be billed at cost plus 3%. Subconsultants will be billed at cost plus 5%. Mileage will be reimbursed at current IRS mileage rates.

Navigant Hourly Rates

Partner	$496.74	Consultant	$197.88
Director	$401.88	Sr. Analyst	$185.64
Associate Director	$352.92	Analyst	$171.36
Managing Consultant	$295.80	Admin Support	$158.10
Senior Consultant	$256.02		

Auriga Hourly Rates

Program Manager I	$255.00	Communications Engineer I	$168.30
Program Manager II	$229.50	Communications Engineer II	$137.70
Project Manager I	$204.00	Senior Field Engineer	$127.50
Project Manager II	$188.70	Field Engineer I	$102.00
Principal Consultant	$178.50	Field Engineer II	$86.70
Senior Consultant	$153.00	Senior Cost Estimator I	$204.00
Associate Consultant	$127.50	Senior Cost Estimator II	$153.00
Principal Electrical Engineer	$193.80	Senior Project Scheduler	$178.50
Senior Electrical Engineer	$153.00	Project Scheduler	$127.50
Electrical Engineer I	$127.50	CAD Specialist/Supervisor	$102.00
Electrical Engineer II	$117.30	Sr. CAD Designer	$86.70
Associate Electrical Engineer	$102.00	CAD Designer/Drafter	$66.30
Jr. Electrical Engineer	$91.80	Document Control	$75.00
Senior Communications Engr.	$204.00	Technical Writer	$90.00

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

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

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

J. **Prevailing Wage Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

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

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

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

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

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

22-555 **Agenda Date: 5/10/2022**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement for Design Professional Services with AECOM Technical Services, Inc. to Provide Program Management Services for Silicon Valley Power's System Capacity Expansion Program

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In regular Silicon Valley Power updates to City Council, staff has reported that electrical demand in the City is expected to increase significantly over the next decade. The City Council accepted Silicon Valley Power's (SVP) 3-year Growth Plan Strategy Report on September 28, 2021 (Council Item 21-871). According to SVP's 3-Year Growth Plan Strategy Report, SVP peak load projections are 879 MW in 2024 and 1125 MW in 2031. Compared to a 2021 peak of 598 MW in 2021, this is an increase of over 400 MW in ten years. There are nine system expansion projects required to be initiated in the near term to meet this increased load demand safely and reliably.

To meet the electrical demand from future growth requires additional engineering support in three (3) areas: 1) System Expansion Planning, 2) General Consulting, and 3) Plan Implementation.

On December 5, 2019, staff published a Request for Statement of Qualifications (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published using the City's e-procurement system. Eleven proposals were received and on October 13, 2020, based on staff recommendation (Council Item 20-854), Council authorized award of agreements to five firms including AECOM Technical Services Inc. (AECOM).

On September 2021, staff sent call for proposal for these five firms for program management and project management services for the SVP System Expansion Plan. The selection process and evaluation were based on a number of factors including but not limited to proposal responsiveness, program management experience, experience of key staff (including sub consultants), project approach, proposed scope of services, project scheduling and oral interview. AECOM was subsequently selected, and AECOM completed a gap analysis to review existing SVP policies, procedures, standard documents, financial planning, monitoring, and reporting. Based on this, AECOM has issued their final task findings identifying areas where consultant professional services were recommended to support SVP in successfully executing the timely delivery of the critical system expansion projects. Due to the scale and complexity of the overall services and projected timeline to execute and implement the full scope of the SVP System Expansion Plan identified in the Growth Plan Strategy Report, an amendment to the existing Master Service Agreement with AECOM will be required.

DISCUSSION

AECOM has demonstrated technical strength, appropriate staff, and capability to continue to provide SVP with program management to support the expansion projects. As previously discussed with Council, the projects included in the growth plan approximately doubles the size of SVP's Capital Improvement Program (CIP) over the next 5 years (from $191 million to $390 million). In addition, the CIP includes much larger and complex projects than SVP is accustomed to managing and delivering, including the design and construction of Kifer and Scott Receiving Stations, each with a $65 million construction value. Consultant services are needed to support SVP in meeting this near-term increase in project delivery and program management of the new overall $390 million Capital Program. The next phase of AECOM's support would be to expand on identified deficiencies to manage these projects through completion under Task Order 2. SVP staff determined the specific tasks for AECOM's scope of services in Task Order 2 which is separated into three (3) strategic support areas:

1. System Expansion Plan Program Management
2. Program wide technical support
3. Project management for system expansion and development substation projects as SVP staff is currently undertaking nine developmental substation projects.

The proposed Amendment No. 1 directs AECOM to provide system expansion plan program management, program wide technical support, project management for SVP System Expansion Plan and project management for developing substation projects with tasks not-to-exceed $10,296,542. The proposed Amendment No. 1 will increase the total not-to-exceed amount from $3,000,000 to $11,000,000 and will extend the term of the agreement through December 31, 2028.

ENVIRONMENTAL REVIEW

This action being considered is for program and project management services and does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a). It has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. When capital projects included in the growth strategy move forward, appropriate CEQA will be completed as required prior to construction.

FISCAL IMPACT

The increased contract price of $8,000,000 with a total not-to-exceed of $11,000,000 for Program Management Services will be available within the Electric Utility Capital Projects budget. The FY 2021/22 capital improvement budget has sufficient funds available and future years are subject to future appropriation that will be included through the biennial budget process.

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City

Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No.1 to the Agreement for Design Professional Services with AECOM Technical Services, Inc. to provide Program Management Services for Silicon Valley Power's System Capacity Expansion Program and increase the maximum compensation by $8,000,000, for a new not-to-exceed amount of $11,000,000, and extend the term of agreement through December 31, 2028, with up to three one-year options to renew;
2. Authorize the City Manager to make minor changes to the proposed Amendment No.1 subject to approval by City Attorney as to Form. and
3. Authorize the City Manager to negotiate and execute amendments to increase maximum compensation during the term of the agreement if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Original Agreement with AECOM Technical Services, Inc.
2. Proposed Amendment No. 1 to the Agreement with AECOM Technical Services, Inc.

Search

Insured Name

AECOM Technical Services, In

AECOM Technical Services, Inc.

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

Help

Video Tutorials

Home Insured Tasks View Insured

Insured

Name:	AECOM Technical Services, Inc.
Account Number:	S200004639
Address:	300 Lakeside Drive, Suite 400, Oakland, CA, 94612
Status:	Compliant with Waived Deficiencies.

Insured

Business Unit(s) Insured History Print Insured Info

Account Information			
Account Number:	S200004639		
Risk Type:	Exhibit C2 - Svc Contract>$50,000-Limited Exposure		
Do Not Call:		Address Updated:	
Address Information			
Mailing Address		**Physical Address**	
Insured:	AECOM Technical Services, Inc.		
Address 1:	300 Lakeside Drive, Suite 400		
Address 2:			
City:	Oakland		
State:	CA		
Zip:	94612		
Country:			
Contract Information			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	No
Contact Information			
Contact Name:	Bob Turley	Misc:	
Phone Number:		Alt Phone Number:	
Fax Number:			
E-Mail Address:	bob.turley@aecom.com		
Approval Date:			
Rush:	Yes		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id:			

This Account created by 608 on 10/22/2020.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and AECOM Technical Services, Inc., dated February 12, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects; and

C. The Parties now wish to amend the Agreement to include Program Management Services for Silicon Valley Power's (SVP) System Expansion Plan Program.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement", is amended in its entirety to read as follows:

   "TERM OF AGREEMENT

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on June 30, 2028."

2. Section 6 of the Agreement, entitled Compensation and Payment is amended in its entirety to read as follows:

   "COMPENSATION AND PAYMENT

   In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is eleven million dollars ($11,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance without an amendment to this Agreement.

3. Exhibit A – Scope of Services shall be deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended April 30, 2022, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended April 30, 2022, which is hereby incorporated into the Agreement.

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

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

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 6/2/22

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

"CITY"

AECOM TECHNICAL SERVICES, INC.,
a California corporation

Dated: May 19, 2022
By (Signature):
Name: ROBERT K. TURLEY, P.E.
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive Suite 400 Oakland, CA 94612
Email Address: Bob.turley@aecom.com
Telephone: (510) 874-3212

"CONTRACTOR"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT A - SCOPE OF SERVICES

AMENDED APRIL 30, 2022

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

    1.1. As Needed Services:

        1.1.1. Act as project manager for additional projects including the following activities:

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

            1.1.1.2. Land acquisition

            1.1.1.3. Project design and preparation of Plans, Specifications and Engineer's Estimate

            1.1.1.4. Bid support

            1.1.1.5. Construction support

            1.1.1.6. Record drawings and Project Closeout

        1.1.2. System planning for electric utility distribution and transmission systems

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

        1.1.4. Substation conceptual and/or detail design, feasibility, and permitting.

        1.1.5. Support with substation communications, protection and control systems.

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

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

        1.1.8. Conduct Distributed Energy Resource interconnection studies as needed.

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

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

1.1.11. Provide drafting support as needed.

1.2. Program Management Services: Contractor shall provide Program Management Services for Silicon Valley Power's (SVP) System Expansion Plan Program (SEP) including (1) SEP Program Management, (2) Program Wide Technical Support, and (3) Project Management for SEP Projects as further detailed in this Exhibit A-1 – Scope of Services.

2. Authorization of Work:

2.1. Work may be assigned to Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.

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

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

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City.

3.1.1. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

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

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

3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is

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

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

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

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

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

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

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

3.8.5. Requests for Information (RFI's);

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

3.8.7. Pay Applications;

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

3.8.9. Pre-Task Plans (PTPs);

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

3.8.11. Quality Control (QC) Documentation

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

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

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT A – 1 SCOPE OF SERVICES

1. TASK 1 – SEP PROGRAM MANAGEMENT

1.1. Task 1.1 – Develop Program Management Plan

1.1.1. Contractor will develop an overall Program Management Plan (PMP), including a programmatic execution strategy, to support the timely completion of projects required to achieve the SEP program objectives. The PMP will be developed in concert with SVP and will include input from key SVP staff/stakeholders related to their applicable scopes of work and inherent roles and responsibilities.

1.1.2. Contractor will assign a Program Management Consultant Team (PMC) generally structured as depicted in Appendix A.

1.1.2.1. Contractor shall inform the City immediately of any change in key personnel assigned to the City.

1.1.2.2. When requested by City, Contractor shall submit the resumes and other information supporting qualifications of the proposed replacement employee(s) to the City for review and approval. The City shall not unreasonably withhold approval.

1.1.3. The PMP will include an SEP program overview summarizing the main components and strategy of the program including program description / summary and a comprehensive mission statement for the program. The PMP will also include program objectives, goals, risks, critical success factors, and major milestones so that from a high level outcomes can be measured against the overview to measure success.

1.1.4. As part of this task, Contractor will evaluate, leverage, and recommend improvements to existing SVP program/project management policies, protocols, and procedures where appropriate to help:

1.1.4.1. Streamline communications,

1.1.4.2. Optimize performance and quality,

1.1.4.3. Enhance oversight and controls, and

1.1.4.4. Expedite project delivery.

1.1.4.5. Where new SVP program/project management policies and procedures are needed to guide SVP's program, the PMC

team will leverage past project experience and PMP documents developed for other clients on other programs.

1.1.5. The PMP will provide program implementation protocols and processes for critical program management functions and is envisioned to include the following sections:

1.1.5.1. 01 – Program Description/Objectives and Project Management Office (PMO) Mission

1.1.5.2. 02 – Organization and Governance

1.1.5.3. 03 – Communications Management

1.1.5.4. 04 – Document Management

1.1.5.5. 05 – Schedule and Cost Management

1.1.5.6. 06 – Change Management

1.1.5.7. 07 – Quality Management

1.1.5.8. 08 – Risk Management

1.1.5.9. 09 – Engineering and Design Management

1.1.5.10. 10 – Procurement and Contracts Management

1.1.5.11. 11 – Permitting and Regulatory Management

1.1.5.12. 12 – Safety Health and Environment

1.1.5.13. 13 – Public Information and Stakeholder Management

1.1.5.14. 14 – Construction Management

1.1.5.15. 15 – Program Design Manual

1.1.5.16. 16 – Electrical Equipment

1.1.5.17. 17 – e-Builder

1.1.6. Task 1.1 Deliverable: Draft and Final Program Management Plan documents (pdf and word format).

1.2. Task 1.2 – Develop Staffing Plan

1.2.1. The staffing plan is a major item in the overall PMP and will include appropriate details on the Division of Responsibilities (DOR) and level of effort/support required of each individual on the program and project teams.

1.2.2. Contractor will develop a recommended overall program organization with subsequent details regarding the overall core personnel as well as an organizational chart depicting the reporting structure and interdependency of the program organization and other key personnel.

1.2.3. The staffing plan will aim to identify how the SEP program organization structure (or PMC team) is embedded into overall SVP organization structure, and how best to establish clear lines of communication, along with definitive roles/responsibilities.

1.2.4. The staffing plan(s) developed by the PMC will include program and project level staffing needs/ assignments and clearly define SVP, PMC, and other SEP project staff roles and responsibilities.

1.2.5. Preparation of the staffing plan will help in the allocation of adequate staff resources to support the various program/project needs.

1.2.6. Contractor will present recommended updates to the Staffing Plan at least once per quarter.

1.2.7. Task 1.2 Deliverables:

1.2.7.1. Draft and final staffing plan (Organization Chart) in pdf and editable format.

1.2.7.2. Regular quarterly updates to the Staffing Plan to reflect new roles, responsibilities, and staff that may arise during execution of the program/projects.

1.3. Task 1.3 – Program Management/Coordination

1.3.1. As part of this task, the PMC team's program manager and deputy program manager will perform day to day management and coordination functions necessary to help the program progress efficiently and in line with the program management plan objectives and requirements. As part of this task, the PMC program manager and deputy program manager will coordinate with SVP and PMC staff so that the necessary resources are in place for required activities and that each resource/staff member is successfully fulfilling their necessary roles and responsibilities.

1.3.2. As part of this task the PMC team will also define, document and communicate SEP project development procedures and processes specifying the required steps (flow path) to be followed during the implementation of each phase of the projects (planning, design, construction, testing/ commissioning). The goals and outcomes of the project development procedures include:

1.3.2.1. Help to identify, document, and communicate required review checkpoints/gates necessary to obtain approvals and help establish that required prerequisites have been satisfactorily addressed prior to moving on to the next phase of the project.

1.3.2.2. Help establish realistic timeframes and durations are understood by the PMC team and SVP staff and appropriately accounted for in the overall program schedule.

1.3.3. As part of this task the PMC program manager and deputy program manager will monitor the overall progress and implementation of the program and update various sections of the program management plan. The PMC team will modify existing sections of the PMP and or add new sections to help the program (and projects) meet their milestones and objectives.

1.3.4. Task 1.3 Deliverables:

1.3.4.1. Perform day to day management and coordination of critical SEP program activities.

1.3.4.2. Monitor and assess progress of overall SEP program and projects (scope, schedule, budget) and report out to SVP management staff on a monthly basis.

1.3.4.3. Identify and develop mitigation plans for existing/potential program and project risks/issues.

1.3.4.4. Monitor progress of SEP program/projects to help establish adequate resources are in place and that staff are successfully fulfilling their roles and responsibilities.

1.3.4.5. Attend and facilitate PMC team and SVP staff coordination meetings and disseminate program/project information and direction to appropriate staff resources.

1.3.4.6. Regularly evaluate PMP sections and update and amend PMP as needed on a quarterly basis.

1.4. Task 1.4 – Program Level Cost & Schedule Management/Tracking & Reporting

1.4.1. As part of this task the PMC team will develop and implement standard reporting requirements for projects under the SEP program that roll up to a standard monthly program report.

1.4.1.1. The PMC team will use e-Builder capabilities to streamline report generation and provide access to real time program/project cost, financial and schedule data to the greatest extent practical.

1.4.1.2. Major key performance indicators (KPI's) will be developed at the program level and implemented at the project level to view the overall program health and progress on a regular basis.

1.4.2. Task 1.4 Deliverables:

1.4.2.1. Prepare program schedule and update on a monthly basis.

1.4.2.2. Develop Key Performance Indicators (KPIs) and assess performance on a monthly basis.

1.4.2.3. Prepare and distribute monthly program status summary report.

1.4.2.4. Identify and implement up to two (2) e-Builder dashboards.

1.5. Task 1.5 – Risk Management

1.5.1. The PMC team will develop comprehensive risk register for the overall SEP program in collaboration with SVP staff.

1.5.1.1. The risk register included in this task will summarize the major risks associated with the program at a programmatic level and will be independent from project level risk registers that should be held and reviewed normally by project teams for each specific project/task.

1.5.1.2. The PMC team will identify and document potential risks to the timely completion of individual SEP projects and the overall program.

1.5.1.3. The PMC team will develop risk avoidance, mitigation measures, and or alternative implementation plans where feasible/appropriate for SVP staff consideration.

1.5.2. Program and project risk registers will be reviewed on a regular basis with key project stakeholders.

1.5.2.1. The PMC team will communicate limitations to SVP operations that could possibly occur due to potential impacts that cannot be sufficiently mitigated.

1.5.2.2. After initial development of the noted risk registers, Contractor will review the overall program risk register with SVP on a quarterly basis.

1.5.2.3. Contractor will review project-specific risk registers with SVP on a monthly basis.

1.5.3. Task 1.5 Deliverables:

1.5.3.1. Prepare initial risk register listing existing/potential program risks.

1.5.3.2. Regular monitoring and tracking of existing/potential program risks listed in register.

1.5.3.3. Prepare quarterly updates to risk register to capture status of existing risks and add/remove risks as appropriate.

1.6. Task 1.6 – Contract/Change Management

1.6.1. The PMC team will work with SVP staff as needed to support management of Engineering Procurement Construction (EPC) or developer contracts for the program.

1.6.1.1. The PMC team will evaluate and make recommendations to enhance SVP's current Potential Change Order form as needed to meet best practices.

1.6.1.2. The PMC team will recommend additional standard forms and procedures as appropriate/required to best fit SVP's requirements and the SEP Program requirements.

1.6.2. As part of this task the PMC team will create, track and maintain a program and project level Change Order (CO) log to better inform SVP with real time updates on the potential impacts to the program and specific projects as a result of cumulative changes.

1.6.2.1. The PMC team will evaluate and verify designer and contractor change proposals (scope and cost) and supporting justification.

1.6.2.2. The PMC team will use e- Builder capabilities to provide real time access to CO status and associated financial metrics and streamline and verify/document CO reviews and approvals.

1.6.3. Task 1.6 Deliverables:

1.6.3.1. Facilitate the development and tracking of bid packages.

1.6.3.2. Document and implement change management procedures/processes.

1.6.3.3. Review / recommend approval or denial of SEP project invoices.

1.7. Task 1.7 – Programmatic Health and Safety Requirements

1.7.1. As part of this task, the PMC health and safety manager will set up and structure the programmatic health and safety plan requirements to be used and followed by each of the SEP project design consultants and construction contractors. In development of the programmatic health and safety plan, the PMC health and safety manager will leverage AECOM best practices and existing SVP health and safety requirements to identify additional requirements and best practices used by other clients on other projects.

1.7.2. While Contractor will be providing program level safety support, SVP's design consultants and construction contractors are responsible for the safety of their operations and control of the site. Contractor will support actions needed to assign health and safety responsibility to design and construction contractors such as contract terms and recommendations to evaluate and monitor compliance by design and construction contractors.

1.7.3. Task 1.7 Deliverables:

1.7.3.1. Develop programmatic health and safety plan.

1.7.3.2. Track and monitor SEP project's implementation and compliance with required health and safety protocols.

1.8. Task 1.8 – Schedule Oversight

1.8.1. At the program level, the PMC team scheduler will use Primavera P6 (P6) to create an overall program schedule (based on each Contractor's individual project schedules) and then implement the overall program schedule into e-builder.

1.8.1.1. This will allow the PMC team scheduler to better control the schedule ties and critical path providing better insight into the logic and required sequencing of the overall program schedule.

1.8.1.2. The PMC team scheduler will develop the program schedule to account for external factors/influences such as equipment procurement and other project stakeholders including, but not limited to, PG&E, Santa Clara City Council, and developers.

1.8.2. At the project level, the design consultants and construction contractors will own and be responsible for their project's design phase and construction schedules.

1.8.2.1. The project level schedule format will likely be similar to the format of the program schedule.

1.8.2.2. The PMC team scheduler will use P6 in the background and then implement a customized schedule into e-builder. For example, PMC will develop a level 2 project schedule rolled up from the contractor's schedule for high level review by the PMC team and SVP.

1.8.3. The PMC team will also develop recommended specific schedule requirements to be followed by the design consultant and contractor, and implement these schedule requirements into a standard contractual exhibit that can be included in contracts with design consultant's and contractor's to help the PMC team and SVP staff have better control on the necessary schedule data received by others.

1.8.4. The PMC team will provide program schedule critical path analysis and recommendations to expedite completion and mitigate delays, on a regular basis through the periodical schedule analysis and schedule update report.

1.8.4.1. Where specific projects within the program fall behind schedule, the PMC team will work with the design consultants to adjust critical path items.

1.8.4.2. During construction, the PMC team will also help track and monitor the delivery of key product materials and electrical equipment procurement.

1.8.4.3. The PMC team's schedule performance analysis will be communicated effectively in accordance with the job specific report frequency matrix, which will include: contract and execution milestones, work force and progress charts, updated summary and control schedules, look-ahead and specialty schedules, critical path and variance analysis, total float, and regular status meetings.

1.8.5. Task 1.8 Deliverables:

1.8.5.1. Develop and maintain project and program schedules.

1.8.5.2. Review/ make recommendations to standard schedule templates in e-Builder.

1.8.5.3. Standardize design consultant and contractor schedule input.

1.9. Task 1.9 – Cost Control/Estimating

1.9.1. As part of this task, the PMC team will monitor and evaluate the performance of the overall SEP program and each project within the program.

1.9.2. Program and project financial budget status, schedule, and associated cash flow projections as well as required budget authorizations will be evaluated on a regular basis. Budget reporting shall include appropriations budgets, encumbrance budgets, and contract budgets.

1.9.3. The PMC team will monitor the financial budget status through a list of applicable cost performance reports on the job-specific report frequency matrix, including due dates.

1.9.4. Cost performance will be periodically reported to SVP quarterly and will be reconciled to the metrics compiled in the cost database processor. The PMC team will produce standard slides to report cost performance in a consistent format, such as PMC team standard client weekly report and updated resource/spend-out plans, in addition to the project cash flow and forecast.

1.9.5. The cost control process will be developed and documented by the PMC team including input from SVP staff to monitor budgets. The process will include provisional allowances for the project and preparing useful reports for use by the PMC team and SVP staff.

1.9.6. The cost control measures will use cost data from SVP, the design consultants, contractors, and the PMC team. The generated reports

will indicate program and project costs aspects, and are envisioned to include the following:

1.9.6.1. Potential and pending changes;

1.9.6.2. Variances between actual and budgeted costs;

1.9.6.3. Anticipated / Unforeseen costs;

1.9.6.4. Use of SVP in-house forces;

1.9.6.5. Use of allowances or contingencies in contractor contract.

1.9.7. Budget revisions will be incorporated into the cost control system. Payment requests from the contractor will be reviewed by the PMC team and recommendations for approval will be presented to SVP.

1.9.8. The PMC team will process and monitor contractor use of allowances within the construction contract. The PMC team will track costs within the cost control system.

1.9.9. The PMC team will also work through e-Builder (in coordination with SVP) to initiate a program level cost reporting visible by all and based on key program and project level performance indicators to manage, analyze, and communicate the costs at the program level on a regular basis.

1.9.10. Task 1.9 Deliverables:

1.9.10.1. Review/ validate project budgets.

1.9.10.2. Perform cash flow analysis.

1.9.10.3. Manage and analyze actual vs. planned budget and address needs for additional budget approvals where needed.

1.9.10.4. Perform earned value analysis for SEP program and associated projects.

1.9.10.5. Generate SEP program/ projects cost reports.

1.9.10.6. Review and evaluate contractor pricing.

1.9.10.7. Review and evaluate change order requests.

1.10. Task 1.10 – Records Management

1.10.1. The PMC team records manager will identify and use an optimal centralized electronic filing system to retain/archive and access appropriate program/project documents. Contractor shall evaluate the use of the City's existing laserfiche program where applicable.

1.10.2. The PMC team will consider both SVP network-based filing location, and online/shared electronic file retention/management sites.

1.10.3. The PMC team will also recommend and document standardized requirements and procedures for retention and archiving of

appropriate project documents, and define and list required project documents to be retained and archived, such as design packages, shop drawings, equipment and material submittals, testing and commissioning plans, Requests for Information (RFI), change orders, design changes, and as-builts.

1.10.4. The PMC team records manager will work with SVP staff to develop and or enhance the program and project standard folder structure and help implement consistent utilization of structure throughout SEP projects. The PMC team's record manager will also work across all the projects in the portfolio to upload, download, rename files and keep version control of project records.

1.10.5. Task 1.10 Deliverables:

1.10.5.1. Identify and use an optimal centralized electronic filing system to retain/archive and access appropriate program/project documents.

1.10.5.2. Establish and document standardized requirements and procedures for retention and archiving of appropriate project documents.

1.11. Task 1.11 – e-Builder Support

1.11.1. The PMC team's e-Builder lead will assist the PMC team staff in expediting their understanding of e-Builder, enhancing PMC staff capabilities and seamlessly integrate PMC team's use of SVP's e-Builder platform.

1.11.2. The PMC will

1.11.2.1. Analyze "system adoption" type reports and process workflow usage to identify extent of system usage.

1.11.2.2. Develop strategies plans to increase e-Builder usage accordingly.

1.11.2.3. Evaluate SVP's e-Builder platform and setup to see where optimization and enhancement/additions may be desirable.

1.11.3. Assumption: For year 2 and beyond it is assumed that there are no e-Builder services

1.11.4. Task 1.11 Deliverables:

1.11.4.1. Evaluate and develop schedule templates.

1.11.4.2. Enhance user interface with outside Contractors/ Vendors where possible.

1.11.4.3. Evaluate and improve workflow improvements where possible.

1.11.4.4. Develop or optimize document archiving processes.

1.11.4.5. Develop and or enhance dashboards (for project team vs. executive/management team, etc.).

1.12. Task 1.12 – Public Outreach

1.12.1. Public outreach for the SEP program is not currently envisioned to require significant support from the PMC team. As requested by SVP staff, the PMC team can provide limited public outreach support for the new 115kV T-line from Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) project and the Reconfigure 60kV T-line NW and Center Loop project.

1.12.2. Task 1.12 Deliverables may include:

1.12.2.1. Prepare project information for council meetings.

1.12.2.2. Eminent domain queries.

1.12.2.3. Status report out to customers such as major data centers two to three times per year using SVP standard template/approach.

2. TASK 2 – PROGRAM WIDE TECHNICAL SUPPORT

2.1. Task 2.1 – General Technical/Engineering Support

AECOM's general technical/engineering support will include the following subtasks:

2.1.1. Task 2.1.1 – Organize, review, and support development of SVP standards and libraries

2.1.1.1. Contractor will leverage its experience working for other agencies to develop program-wide engineering design criteria and standards.

2.1.1.2. The PMC technical support team will assist with updating of SVP's engineering design standards.

2.1.1.3. As part of this task, the PMC technical team will engage SVP management, engineering, and operations staff to better understand current SVP preferences and requirements, and to support the development of established program-level design requirements that will apply to every SVP System Expansion Plan Capital Program project.

2.1.1.4. Contractor will leverage and enhance existing SVP design standards and specifications developed to date. Where required, contractor will develop new SVP design standards and specifications pertaining to substations to support implementation of SEP Program (and other SVP) projects.

2.1.1.5. Contractor will update SVP standard engineering specifications including:

2.1.1.5.1. Update specifications to CSI standard numbers and format for consistency with industry standards and to differentiate specifications from SVP design standards/processes/procedures.

2.1.1.5.2. Inventory and assess existing specifications, identify specifications that may be missing, and recommend specifications fill in gaps.

2.1.1.5.3. Create specification libraries with standard Table of Contents (TOC) for each type of project SVP does including: distribution substation (SVP owned, typical 60KV-12KV); junction substation (dedicated customer, typ. Customer-owned); and transmission and distribution line extensions or rebuilds.

2.1.1.5.4. Identify and organize specifications by type or use, such as Procurement, Construction, Prescriptive, Performance, etc.

2.1.1.6. Develop inventory of standard engineering design drawings and identify where improvement may be needed.

2.1.1.6.1. Review SVP's Substation Design & Construction Manual Index (SD-5000).

2.1.1.6.2. Identify design standards, processes, or procedures that may be missing or needed.

2.1.1.6.3. Develop missing or incomplete design standards for review by SVP based on best industry standards, SVP preferences/requirements, etc.

2.1.2. Task 2.1.2 – As-built support – standards, cleanup of existing drawings

2.1.2.1. The PMC team will establish and document standardized requirements and procedures for preparation of as-built drawing package, including required file format (.pdf and .dwg), level of detail, supporting backup (e.g. redline hardcopies), etc.

2.1.2.2. The PMC team will support SVP to implement as-built standards and requirements consistently throughout SEP projects.

2.1.2.3. The PMC technical team will coordinate with SVP staff to obtain and compile available final design and as-built drawings associated with the SEP Program projects. The PMC technical team will review the final design/as-built plans, and help identify which drawings should be retained/archived and which drawings are outdated and/or

superseded and may be discarded. The PMC team will conduct site visits, if needed, and interviews with SVP Operations staff to identify, confirm and document as-built existing conditions.

2.1.3. Task 2.1.3 – Transformer/GIS procurement specifications/packages

2.1.3.1. The PMC team will support SVP's procurement process for capital equipment purchases by organizing technical specifications and/or technical packages that may be required for bidding or vendor procurement. Technical specifications may require meetings with the PMC team, SVP and vendors to confirm technology details.

2.1.3.2. The PMC team understands that SVP intends to procure a significant amount of large power transformers and GIS equipment for projects in the SEP Program. The PMC team will evaluate and support (if requested by SVP) the purchase of all (or most) transformers and or GIS in a single purchase order to one vendor. The PMC technical team will assist SVP to develop procurement specifications for this equipment. Specifically, the PMC team proposes to:

2.1.3.2.1. Review technical content of one power transformer procurement specification, including up to one technical data sheet specific to each project in the SEP program.

2.1.3.2.2. Review technical content of one gas-insulated substation (GIS) procurement specification, including content related to gas-insulated bus/line (GIB/GIL), and up to one technical data sheet specific to each project in the SEP program.

2.1.3.2.3. Review SVP proposed solicitation document and contract terms.

2.1.3.2.4. Review vendor proposals and assist SVP in identifying a preferred vendor.

2.1.3.2.5. Review vendor design and shop drawings, test plans, Operations and Maintenance (O&M) manuals, etc.

2.1.3.2.6. Provide comments for each review based on SVP stated project needs and applicable industry standards.

2.1.3.2.7. Assumptions for task 2.1.3 include the following:

2.1.3.2.7.1. SVP will provide a current draft of related specifications and solicitation documents previously developed by SVP for the

PMC team's review. The PMC team does not anticipate a need to originate these documents and will work with SVP to develop content.

2.1.3.2.7.2. The PMC technical team will provide review of the technical aspects, and the general contract terms and requirements.

2.2. Tasks 2.2 thru 2.10 – Engineering/Technical Support for SEP Projects

2.2.1. Contractor will provide engineering/technical support as shown in the project summary attached as Appendix 2 – Engineering/Technical Support Services by Project. Additional details about scope are defined in the following sections. Task 2.2.1 (Rebuild 60kV T-line Fiberglass and Walsh Substation is not included in Contractor's scope of services.

2.2.2. Subtask – Review planning package

The PMC technical team will review SVP's Planning Package for each SEP Program project. Review is anticipated to include: general project scope, schedule, risks, and required resources (including roles and responsibilities of internal SVP departments and staff, and consultants or contractor's roles and responsibilities), and accompanying concept plans/diagrams illustrating proposed and/or required improvements.

2.2.3. Subtask – Develop design scope of work

2.2.3.1. To help expedite procurement of design consultants for specific SEP Program projects, the PMC technical team will develop design scope document that can be used in SVP's call for proposals (CFPs).

2.2.3.2. It is anticipated that the design scopes of work would include, proposed/planned project description / improvements, design criteria, schedule requirements, design consultant's scope of work, DIR requirements, and a preliminary concept plan illustrating the project site/proposed improvements.

2.2.4. Subtask – Design package reviews

2.2.4.1. As part of this task, the PMC team's technical staff will provide Quality Assurance (QA) reviews of design consultants' work products.

2.2.4.2. This task will include technical review of the design consultant's work products, including conformance with SVP standards and program-wide design criteria, and coordinating meetings with the design consultant and appropriate group(s) within SVP to address unresolved

issues. Contractor's team of specialized technical staff can be used to review design plans and specifications and assist SVP in providing thorough technical evaluations.

2.2.4.3. In addition, the PMC team's technical review of the detailed design package for each SEP Program project will check for compliance with the contract scope of work, specific project requirements, and applicable codes and standards. The PMC technical team will assign discipline specific leads to review each design package and provide a consolidated set of review comments to SVP for consideration at each submittal stage. The PMC team will then meet with SVP and the Engineer of Record (EOR)/designer at each design submittal stage to clarify and resolve outstanding comments.

2.2.4.4. Assumptions for this Subtask include the following:

2.2.4.4.1. The number and quantity of review documents may vary based on project specific needs and contract requirements. Design documents are anticipated to include on the order of 200 drawings and 20 design specifications at the 100% stage.

2.2.4.4.2. PMC technical team review comments would typically be consolidated and returned in a spreadsheet, redline markup, and/or other standardized comment tracking format, with comment/response tracked through the 100%/Issued For Construction (IFC) design phase.

2.2.4.4.3. Review comment responses will typically be delivered in 2-4 weeks depending on the project size, submittal stage, and schedule requirements, to be mutually agreed upon per specific project needs.

2.2.5. Subtask – Engineering support during construction

2.2.5.1. It is anticipated that the design consultant/EOR for each project will primarily be responsible to perform engineering support during construction.

2.2.5.2. If requested by SVP, the PMC team can provide engineering support during construction to assist SVP in responding to construction contractor RFI, reviewing and commenting on contractor submittals, and evaluating pros/cons of design and construction options. It is anticipated that this as-needed support will primarily occur for on major submittals or specific issue resolution.

2.2.6. Subtask – Environmental/CEQA support

2.2.6.1. As part of this task, the PMC team will provide as-needed programmatic environmental support services to SVP to facilitate compliance with applicable environmental requirements of the program.

2.2.6.2. The PMC team's environmental lead will work with Contractor's broader program management team to identify environmental compliance requirements on each project.

2.2.6.3. Additional environmental support services may include:

2.2.6.3.1. Evaluating CEQA compliance needs for each project, including whether projects qualify for Categorical Exemptions or require CEQA environmental review.

2.2.6.3.2. For those projects that will not qualify for a Categorical Exemption, Contractor will evaluate and recommend the appropriate level of environmental review that is appropriate. Contractor expects that most projects will qualify for Categorical Exemptions, but recognizes that some capacity-increasing or new infrastructure projects may require some level of CEQA review and public noticing. For those projects that will not qualify for Categorical Exemptions, Contractor anticipatesthat Initial Studies accompanied by either a Negative Declaration or Mitigated Negative Declaration are the most likely types of CEQA review that would be necessary. Where appropriate, recommendations will also be made to streamline CEQA compliance at a program level.

2.2.6.3.3. Providing recommendations for technical studies to support CEQA environmental review or documentation of a Categorical Exemption.

2.2.6.3.4. Evaluating regulatory permitting requirements related to potential impacts to wetlands, waters of the United States, cultural resources, listed species, or other resources.

2.2.6.3.5. Developing recommendations or guidance to assist projects in minimizing or avoiding potential regulatory permitting triggers or other impacts.

2.2.6.3.6. Providing guidance on the handling, management, and disposal of hazardous materials.

2.2.6.3.7. Developing a framework for documenting environmental compliance on each project.

2.2.6.3.8. While not specifically included in this scope, AECOM has local teams and expertise to prepare CEQA documents and perform the appropriate public noticing, as well as related technical studies (e.g. biology, cultural resources, air quality, noise) or regulatory permitting, should SVP require additional assistance.

2.2.7. Subtask – Right-of-Way Engineering and Acquisitions

If required by SVP, Contractor can mobilize staff to support Right of Way (ROW) engineering, reviews and acquisition tasks which may include field surveying. Contractor can support SVP's evaluation or negotiation with other stakeholders. Required scope of services and associated costs will be developed at a future date if requested by SVP.

3. TASK 3 – PROJECT MANAGEMENT FOR SEP PROJECTS

3.1. Contractor will provide project management services for the following Capital Projects:

3.1.1. Task 3.1 – PM for Rebuild 60 kV T-line Fiberglass and Walsh Substation is not included in Contractor's scope of services.

3.1.2. Task 3.2 –Project 2445-0000 (NRS 392 breaker mitigation)

3.1.3. Task 3.3 –Project 2430-0000 (NRS Transformer 2, spare transformer)

3.1.4. Task 3.4 –Project 0000-5001 (Rebuild 60 kV T-line Walsh and Uranium Substations)

3.1.5. Task 3.5 –Project 2456-0000 (Rebuild Scott Receiving Station, SRS)

3.1.6. Task 3.6 –Project 2453-0000 (Rebuild Kifer Receiving Station, KRS)

3.1.7. Task 3.7 –Project 2454-0000 (NRS transformer upgrade)

3.1.8. Task 3.8 –Project 2455-0000 (New 115 kV T-line connecting NRS to KRS)

3.1.9. Task 3.9 –Project 0000-5003 (Reconfigure 60kV T-line Northwest and Center Loop)

3.1.10. Task 3.10 – The following Substation Projects:

3.1.10.1. Project 2451-0000 (Freedom Circle Junction Substation 49MVA)

3.1.10.2. Project 2443-0000 (Laurelwood Junction Substation 99MVA)

3.1.10.3. Project 2442-0000 (San Tomas Junction Substation 99MVA)

3.1.10.4. Pacific Substation

3.1.10.5. Bowers Area Junction

3.2. For the SVP Capital Program projects (SEP and substation projects identified in Appendix 3 – Project Management Support Services by Project), Contractor will support SVP by providing project management services in order to drive progress on the projects and maintain project schedules. Contractor PMs will support projects by:

3.2.1. Providing a consistent contact person for each project who can interface between SVP, developers, stakeholders, contractors, EPC's, EOR, Authority Having Jurisdiction (AHJ), CAISO,

3.2.2. Monitoring communications so that key information is distributed to the correct group of people and

3.2.3. Managing action items so that project contributors, stakeholders and EORs meet their delivery date commitments.

4. Background:

4.1. The development of this scope and cost proposal to perform program management services is largely based on SVP's Program Management Services Call for Proposal and the SEP Program "gap analysis" work performed by AECOM under Task Order No.1. (TO1) Issued under the Original Agreement.

4.2. The TO1 "gap analysis" work performed in late 2021 was instrumental in helping AECOM's program management team better understand the SEP program objectives, the status of various SEP Program projects, typical SVP processes and design standards, typical SVP staff roles and responsibilities, and the organizational structure and availability of SVP staff resources.

4.3. Contractor's PMs will focus on and execute detailed services that were identified in AECOM's Gap Analysis (discussed with SVP) such as:

4.3.1. For development projects, Contractor will prepare a project fact sheet including, but not limited to: summary of development project scope, interconnection details, point of contact, status of key project milestones. Contractor will regularly update project fact sheet on at least a monthly basis.

4.3.2. For PG&E projects, Contractor will prepare project fact sheet summarizing PG&E project scope and includes, but is not limited to: interconnection details, PG&E project manager/point of contact, status of key project milestones. Contractor will regularly update project fact sheet on at least a monthly basis.

4.3.3. Contractor will complete project-level reports for SVP on a monthly basis.

4.3.4. Contractor will develop project-specific budgets, staffing plans (including construction management and quality assurance), and schedules.

4.3.5. Contractor will facilitate and coordinate the engineering support services described in this Exhibit A.

4.3.6. Contractor will implement program management procedures to individual projects described in this Exhibit A.

4.4. Generally, Contractor project managers will also:

4.4.1. Serve as the primary (or secondary) point of contact for the project to support the SVP project manager.

4.4.2. Coordinate with SVP departments.

4.4.3. Manage project implementation.

4.4.4. Coordinate project work with PG&E.

4.4.5. Manage Public Works Contract Scope of Work (SOW) and equipment with long lead time procurement.

4.4.6. Plan and coordinate system energization with other projects (e.g. KRS project manager must coordinate with adjacent NRS and SRS project).

4.4.7. Manage environmental permitting process (if required for project).

4.4.8. Coordinate technical inquiries between the SVP's team, leads or engineers.

4.4.9. Coordinate Contractor's review of Engineering Planning Packages, Design Scope Packages, and Design Packages including:

4.4.9.1. Deliver Contractor's review comments to SVP.

4.4.9.2. Organize discussions/conference calls between key technical staff and EOR's if needed.

4.4.9.3. Facilitate resolution of review comments and responses.

4.4.10. Oversee or distribute (if needed) key communications from SVP or developer to so that the key information is cascaded fully throughout the project team and relevant stakeholders. Organize conference calls where needed to complement email communications between parties.

4.4.11. Review billing invoices from other SVP contractors (EPC, EOR, AHJ permit fees) including: validate that invoiced work has been received and accepted by SVP, accurate rates are charged, and that the contractor has complied with any prevailing wage requirements.

4.4.12. Regularly validate that the Contractor team activities are within the approved scope of work.

4.4.13. Identify tasks where Contractor could provide added value to SVP (such as tasks that could generate a time savings or cost savings).

4.4.14. Be available to SVP for troubleshooting and regulatory guidance and participate in negotiations and contracting.

4.4.15. Engage previously identified Subject Matter Experts (SMEs) for individual projects if discipline-specific questions arise (such as right-of-way access, environmental permitting, etc.).

4.4.16. Execute the projects in accordance with Contractor's Quality Management System and Project Delivery System, thus bringing influence from Contractor's ISO9001 certification.

4.4.17. Respond to other ad hoc requests from SVP as feasible within the proposed Time and Materials budget.

4.4.18. This Agreement as Amended does not include any field activities. In the event additional services are added that include field activities, Contractor may be required to execute a labor compliance addendum and comply with associated prevailing wage provisions.

5. Schedule:

5.1. The SEP Program will be implemented over approximately six (6) years from the effective date of this Amendment No. 1).

5.2. The scope of services in this Exhibit A reflects all services that are currently anticipated to be provided by Contractor in support of SVP's SEP Program over the approximate six-year period.

Appendix A:
Program Management Consultant (PMC) Organizational Chart

Manuel Pineda, PE
Kevin Kolnowski, PE
Alan Kurotori, PE
Albert Saenz, PE
Billy Quach

Principal In-Charge
Bob Turley, PE

Program Management

Program Manager
David Fyfe, PE, LEED AP

Deputy Program Manager
Shelley Howard

Program Controls

Program Management Plan
Joseph Butkovich

Program Controls Lead
Joseph Williams, PMP

Financial Oversight
Ira Ray

Schedule Oversight
Matthew Walker

Records Management
Isis Amoah

E-Builder & Dashboard Reporting
Aaron Rupp, PMP

Cost Estimating
Tyler Searle, STS
William Melton

Contract Management
Charles Twamugabo (SVI)

Health and Safety
Shannon Couch

Program Wide Technical Support

Lead Principal Engineer
Dean Goward, PE

Electrical Substation
Ivan Welander, PE
David Staley, PEWA
Travis Haselhorst, PE

Electrical Transmission
Dennis Cirrone, PE

Protection & Controls
Kalpesh Salunkhe, PE

SCADA
Manoj Appikonda

Additional Resources
Auriga

BESS
Nazar Al-Khayat, PhD

Commissioning
Jack Akins

Civil/Structural
Savas Kolankaya, SE

Geotechnical
Philip Meymand, PhD, PE, GE

Constructability Reviews
Morgan Ellison

Regulatory/Environmental Compliance
John Chamberlain

Stakeholder Outreach
Laura Adleman, CFM

Project Management for SEP Projects

Project Managers

Omid Rahmati, PENV
T-Line Projects (115kV NRS to KRS, 60kV Fiberglass & Walsh, 60kV Walsh & Uranium, 60kV Northwest & Center Loop)

Peter Montalvo
NRS Projects (Breaker Mitigation, Transformer Upgrade, & Spare Transformer) & Substation Projects

Mari Gomez
Rebuild KRS & SRS Projects

Deputy Project Managers

McKennan Bertsch, PE
NRS & Substation Projects

Carmen Caceres-Schnell
Rebuild KRS & SRS Projects

Deirdre O'Hara
T-Line Projects

Appendix B – Engineering/Technical Support Services by Project

SEP Projects	Estimated Project Completion Date	Review Planning Package	Develop Design Scope	Review Design Package	Engineering Support During Construction	Environmental/ CEQA Support	ROW Engineering and Acquisition Support
2.2 Rebuild 60kV T-line Fiberglass and Walsh Substation	5/30/2022	-	-	-	-	-	-
2.3 NRS 392 Breaker Mitigation	3/30/2024	✓	✓	✓	✓	✓	-
2.4 NRS Transformer 2 / spare transformer	3/30/2024	✓	✓	✓	✓	✓	-
2.5 Rebuild 60kV T-line Walsh and Uranium Substation	8/27/2024	✓	✓	✓	✓	✓	✓
2.6 Rebuild Scott Receiving Station (SRS)	4/30/2025	✓	✓	✓	✓	✓	-
2.7 Rebuild Kifer Receiving Station (KRS)	4/30/2025	✓	✓	✓	✓	✓	-
2.8 NRS Transformer Upgrade	4/30/2025	✓	✓	✓	✓	✓	-
2.9 New 115kV T-line interconnecting NRS to KRS	6/1/2027	✓	✓	✓	✓	✓	✓
2.10 Reconfigure 60kV T-line Northwest and Center Loop	2/11/2028	✓				✓	✓
2.11 50 MW (200MWh) Kifer Battery Energy Storage Project	estimated 2026			✓			-
2.12 Development Substation Projects							
San Tomas Junction Substation 99MVA	Sept 2022	-	-	-	-	-	-
Freedom Circle Junction Substation 49MVA	June 2023	-	-	-	-	-	-
Stender Way Junction Substation 49MVA	July 2023	-	-	-	-	-	-
Memorex Avenue Junction Substation 89MVA	Dec 2023	-	-	-	-	-	-
Esperanca Substation 49MVA	June 2024	-	-	-	-	-	-
Martin Avenue Junction Substation 49MVA	Aug 2024	-	-	-	-	-	-
Laurelwood Junction Substation 99MVA	2024/2025	-	-	-	-	-	-

Appendix C – Project Management Support Services by Project

SEP Projects	Estimated Project Completion Date	Project Management Services to be Provided
Rebuild 60kV T-line Fiberglass and Walsh Substation	5/30/2022	-
NRS 392 Breaker Mitigation	3/30/2024	✓
NRS Transformer 2 / spare transformer	3/30/2024	✓
Rebuild 60kV T-line Walsh and Uranium Substation	8/27/2024	✓
Rebuild Scott Receiving Station (SRS)	4/30/2025	✓
Rebuild Kifer Receiving Station (KRS)	4/30/2025	✓
NRS Transformer Upgrade	4/30/2025	✓
50 MW (200MWh) Kifer Battery Energy Storage Project	estimated 2026	
New 115kV T-line interconnecting NRS to KRS	6/1/2027	✓
Reconfigure 60kV T-line Northwest and Center Loop	2/11/2028	✓
Development Substation Projects		
San Tomas Junction Substation 99MVA	Sept 2022	✓
Freedom Circle Junction Substation 49MVA	June 2023	✓
Stender Way Junction Substation 49MVA	July 2023	-
Memorex Avenue Junction Substation 89MVA	Dec 2023	-
Esperanca Substation 49MVA	June 2024	-
Martin Avenue Junction Substation 49MVA	Aug 2024	-
Laurelwood Junction Substation 99MVA	2024/2025	✓
Pacific Substation XX MVA	TBD	✓
Bowers Area Junction XX MVA	TBD	✓

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT B - COMPENSATION AND FEE SCHEDULE

AMENDED APRIL 30, 2022

1. Compensation
   1.1. This is a time and materials agreement.
   1.2. Cost Estimates:
      1.2.1. Estimated Costs:
         1.2.1.1. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447.
         1.2.1.2. Additional detail on the estimated cost by task and staff can be found in the attached cost tables.
            1.2.1.2.1. Exhibit B - Table 1 - provides a summary of the annualized costs for each task over the entire 5-year duration.
            1.2.1.2.2. Tables 1A – 1E provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under Purchase Order 26657.
            1.2.1.2.3. Tables 2A – 2E provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.
            1.2.1.2.4. Tables 3A – 3E provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.
         1.2.1.3. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.
   1.3. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without an executed amendment to this Agreement.

1.4. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Table B2 – AECOM Hourly Rates - Effective December 1, 2020 with Rate Adjustments according to the provisions of Section 2.3 of this Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

2.2. Overtime for exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing work.

2.3. Rate Adjustments. Table B2 - Hourly Rates shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. No later than 30 days before the commencement of the sixth year of the term of the Agreement, Contractor may request by written notice to the City further adjustments to the Table B2 - Hourly Rates; provided, Contractor shall provide justification for the proposed adjustment for the subsequent years. City may approve or deny such adjustment request in its sole discretion which will be provided in writing (e-mail acceptable).

3. Authorization for Work:

3.1. In the event that Contractor is requested to perform additional work not included in the scope of this Agreement or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work. If contingency funds are available in the Agreement to complete the project quoted, Contractor may perform such additional work upon written authorization of the City (e-mail acceptable).

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

4.2. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

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

4.3.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

4.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

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

4.4. An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP or other proposal to perform additional work.

4.5. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

5. Invoicing and Payments:

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

5.2. All monthly invoices shall include

5.2.1. PO number,

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

5.2.3. Amount paid to date and remaining Agreement amount.

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

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

5.5. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

Exhibit B - Table 1A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 1)

Silicon Valley Power System Expansion Plan Program

AECOM Program Management Services

AECOM Program Management Services (YEAR 1 - Apr 2022 to Mar 2023)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Schedule	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional II	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$286.11	$286.11	$202.88	$228.89	$161.26	$175.83	$161.26	$175.83	$175.83	$182.07	$98.84	$202.88	$161.26		
Task Description															
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan	20	120	80	40										$ -	$ 65,441
Task 1.2 - Develop Staffing Plan	20	80	60											$ -	$ 40,784
Task 1.3 - Program Management/Coordination	40	1140	400											$ -	$ 418,761
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting	5	240	240											$ -	$ 118,788
Task 1.5 - Risk Management	5	80	60											$ -	$ 36,492
Task 1.6 - Contract/Change Management	5	180	60											$ -	$ 65,103
Task 1.7 - Programmatic Health & Safety Requirements	5	80	60		120									$ -	$ 55,843
Task 1.8 - Schedule Oversight				20		150				1000				$ -	$ 213,022
Task 1.9 - Cost Control/Cost Estimating				20		250	1000	60	160					$ -	$ 248,479
Task 1.10 - Records Management											750			$ -	$ 74,129
Task 1.11 - e-Builder Support												500		$ -	$ 101,439
Task 1.12 - Public Outreach		80	40										80	$ -	$ 43,905
Budget for bill rate increase (Dec 2022 to Mar 2023)														$ -	$ 7,411
Task 1 Total Hours	**100**	**2000**	**1000**	**80**	**120**	**400**	**1000**	**60**	**160**	**1000**	**750**	**500**	**80**		
Task 1 Total Cost	**$28,611**	**$572,220**	**$202,878**	**$18,311**	**$19,351**	**$70,331**	**$161,262**	**$10,550**	**$28,132**	**$182,070**	**$74,129**	**$101,439**	**$12,901**		**$1,489,596**

Exhibit B - Table 1B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 2)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 2 - Apr 2023 to Mar 2024)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Schedule (8 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor + ODC Cost
	Principal	Program Manager	Senior Professional V	Contract Manage	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$291.83	$291.83	$206.94	$233.47	$164.49	$179.34	$164.49	$179.34	$179.34	$185.71	$100.81	$206.94	$164.49		
Task Description															
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	100	1520	760											$ -	$ 630,039
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		240	120											$ -	$ 94,872
Task 1.5 - Risk Management		80	40											$ -	$ 31,624
Task 1.6 - Contract/Change Management		80	40											$ -	$ 31,624
Task 1.7 - Programmatic Health & Safety Requirements		40	20		40									$ -	$ 22,391
Task 1.8 - Schedule Oversight				20		100				750				$ -	$ 161,887
Task 1.9 - Cost Control/Cost Estimating				20		100	750	60	160					$ -	$ 185,425
Task 1.10 - Records Management											750			$ -	$ 75,611
Task 1.11 - e-Builder Support												120		$ -	$ 24,832
Task 1.12 - Public Outreach		40	20										40	$ -	$ 22,391
Budget for bill rate increase (Dec 2023 to Mar 2024)														$ -	$ 6,403
Task 1 Total Hours	100	2000	1000	40	40	200	750	60	160	750	750	120	40		
Task 1 Total Cost	$29,183	$583,664	$206,936	$9,339	$6,579	$35,869	$123,365	$10,761	$28,695	$139,284	$75,611	$24,832	$6,579		$1,287,101

Exhibit B - Table 1C- Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 3 - Apr 2024 to Mar 2025)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (6.25 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional II	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$297.67	$297.67	$211.07	$238.14	$167.78	$182.93	$167.78	$182.93	$182.93	$189.43	$102.83	$211.07	$167.78		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	100	1116	534											$ -	$ 474,679
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		200	120											$ -	$ 84,863
Task 1.5 - Risk Management		60	32											$ -	$ 24,615
Task 1.6 - Contract/Change Management		60	32											$ -	$ 24,615
Task 1.7 - Programmatic Health & Safety Requirements		32	16											$ -	$ 12,903
Task 1.8 - Schedule Oversight				20		60				600				$ -	$ 129,394
Task 1.9 - Cost Control/Cost Estimating				20		60	600		140					$ -	$ 142,015
Task 1.10 - Records Management											600			$ -	$ 61,699
Task 1.11 - e-Builder Support												40		$ -	$ 8,443
Task 1.12 - Public Outreach		32	16										40	$ -	$ 19,614
Budget for bill rate increase (Dec 2024 to Mar 2025)														$ -	$ 4,914
Task 1 Total Hours	**100**	**1500**	**750**	**40**		**120**	**600**		**140**	**600**	**600**	**40**	**40**		
Task 1 Total Cost	**$29,767**	**$446,503**	**$158,306**	**$9,525**		**$21,952**	**$100,666**		**$25,610**	**$113,655**	**$61,699**	**$8,443**	**$6,711**		**$987,752**

Exhibit B - Table 1D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 4 - Apr 2025 to Mar 2026)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (4 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional II	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob	David	Shelley	Joe	Shannon	Joseph	Ira	Tyler	William	Matthew	Isis	Aaron	Laura		
	Turley	Fyfe	Howard	Butkovich	Couch	Williams	Ray	Searle	Mellon	Walker	Amoah	Rupp	Adelman		
Bill Rate	$303.62	$303.62	$215.30	$242.90	$171.13	$186.59	$171.13	$186.59	$186.59	$193.21	$104.89	$215.30	$171.13		
Task Description															
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	80	760	380											$ -	$ 336,855
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting		120	60											$ -	$ 49,352
Task 1.5 - Risk Management		40	20											$ -	$ 16,451
Task 1.6 - Contract/Change Management		40	20											$ -	$ 16,451
Task 1.7 - Programmatic Health & Safety Requirements		20	10											$ -	$ 8,225
Task 1.8 - Schedule Oversight				20		60				300				$ -	$ 74,018
Task 1.9 - Cost Control/Cost Estimating				20		60	300		160					$ -	$ 97,247
Task 1.10 - Records Management											400			$ -	$ 41,955
Task 1.11 - e-Builder Support														$ -	$ -
Task 1.12 - Public Outreach		20	10										40	$ -	$ 15,071
Budget for bill rate increase (Dec 2025 to Mar 2026)														$ -	$ 3,278
Task 1 Total Hours	**80**	**1000**	**500**	**40**		**120**	**300**		**160**	**300**	**400**		**40**		
Task 1 Total Cost	**$24,290**	**$303,622**	**$107,648**	**$9,716**		**$22,391**	**$51,340**		**$29,854**	**$57,964**	**$41,955**		**$6,845**		**$658,903**

Exhibit B - Table 1E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 1 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Management Services (YEAR 5 - Apr 2026 to Mar 2027)	Principal	Program Manager	Deputy Program Manager	Contract Manager	Safety Manager	Project Controls/ Manager	Financial Oversight	Cost Estimating	Cost Estimating	Scheduler (2 projects)	Records Manager	E-Builder	Public Outreach	ODCs (Travel)	Labor Cost
	Principal	Program Manager	Senior Professional V	Contract Manager	Senior Professional III	Senior Project Analyst	Senior Professional III	Senior Project Analyst	Senior Project Analyst	Senior Professional IV	Admin/Project Assistant	Senior Professional V	Senior Professional III		
	Bob Turley	David Fyfe	Shelley Howard	Joe Butkovich	Shannon Couch	Joseph Williams	Ira Ray	Tyler Searle	William Melton	Matthew Walker	Isis Amoah	Aaron Rupp	Laura Adelman		
Bill Rate	$309.69	$309.69	$219.60	$247.76	$174.56	$190.32	$174.56	$190.32	$190.32	$197.08	$106.99	$219.60	$174.56		
Task Description															
	-	-	-	-	-	-	-	-	-	-	-	-	-		
Task 1 - SEP Program Management															
Task 1.1 - Develop Program Management Plan														$ -	$ -
Task 1.2 - Develop Staffing Plan														$ -	$ -
Task 1.3 - Program Management/Coordination	50	500	250											$ -	$ 225,232
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting														$ -	$ -
Task 1.5 - Risk Management														$ -	$ -
Task 1.6 - Contract/Change Management														$ -	$ -
Task 1.7 - Programmatic Health & Safety Requirements														$ -	$ -
Task 1.8 - Schedule Oversight				20		60				160				$ -	$ 47,907
Task 1.9 - Cost Control/Cost Estimating				20		60	160		160					$ -	$ 74,755
Task 1.10 - Records Management											250			$ -	$ 26,746
Task 1.11 - e-Builder Support														$ -	$ -
Task 1.12 - Public Outreach													40	$ -	$ 6,982
Budget for bill rate increase (Dec 2026 to Mar 2027)														$ -	$ 1,908
Task 1 Total Hours	**50**	**500**	**250**	**40**		**120**	**160**		**160**	**160**	**250**		**40**		
Task 1 Total Cost	**$15,485**	**$154,847**	**$54,900**	**$9,910**		**$22,839**	**$27,929**		**$30,451**	**$31,533**	**$26,746**		**$6,982**		**$383,531**

Exhibit B - Table 2A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 1)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 1 - Apr 2022 to Mar 2023)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean Gowerd	David Staley	Dennis Cimone	Naz Al-Khayat	Kalpesh Solunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Saves Kolankaye	Kathleen Graham	Philip Meymand	Daniel Cronquist		
Bill Rate	$259.06	$259.06	$259.06	$259.06	$213.28	$213.28	$213.28	$109.24	$202.86	$259.06	$150.86	$213.28	$161.26		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards	40	40	16	16	60	30	200	80		10	20	6		$ -	$ 105,493
Task 2.1.2 - Develop SVP As-Built Standards	16	16	40	8	8	16	100			4		4		$ -	$ 49,061
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	8	8	64			64		40		20				$ -	$ 43,926
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)	4	2			10		6			4	8			$ -	$ 7,210
Task 2.3.2 - Develop Design Scope (1 package)	4	2			10		20			8	12			$ -	$ 11,836
Task 2.3.3 - Review Design Package (1 package)	2	2			8		6			4	8	1		$ -	$ 6,479
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support									32					$ -	$ 6,492
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)	4					16	6			4	8			$ -	$ 7,972
Task 2.4.2 - Develop Design Scope (1 package)	4					16	6			8	12			$ -	$ 9,611
Task 2.4.3 - Review Design Package (1 package)	2					12	6			4	8	1		$ -	$ 6,814
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support									32					$ -	$ 6,492
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.5.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,007
Task 2.5.3 - Review Design Package (1 package)	2				6	8	8			4	8	2		$ -	$ 7,578
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support									32					$ -	$ 6,492
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)	4		4		16	16				8	8	4		$ -	$ 13,030
Task 2.6.2 - Develop Design Scope (1 package)	4		16		16	16				4	8	4		$ -	$ 15,102
Task 2.6.3 - Review Design Package (1 package)	2		4		8	12				4	8	4		$ -	$ 8,916
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support									32					$ -	$ 6,492
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)	4		4		16	16				8	8	4		$ -	$ 13,030
Task 2.7.2 - Develop Design Scope (1 package)	4		16		16	16				4	8	4		$ -	$ 15,102
Task 2.7.3 - Review Design Package (1 package)	2		4		8	12				4	8	4		$ -	$ 8,916
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support									32					$ -	$ 6,492
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)	4					16	6			4	8			$ -	$ 7,972
Task 2.8.2 - Develop Design Scope (1 package)	4					16	6			8	12			$ -	$ 9,611
Task 2.8.3 - Review Design Package (1 package)	2					12	6			4	8	1		$ -	$ 6,814
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support									32					$ -	$ 6,492
Task 2.9 - New 115kV T-line Interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support									16					$ -	$ 3,246
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)	4				4	8	8			4	8	4		$ -	$ 8,398
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support									16					$ -	$ 3,246
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package				40										$ -	$ 10,362
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2022 to Mar 2023)														$ -	$ 2,257
Task 2 Total Hours	132	70	184	64	194	318	400	120	224	146	214	55	0		
Task 2 Total Cost	$34,196	$18,134	$47,667	$16,580	$41,377	$67,824	$85,313	$13,109	$45,445	$37,823	$32,284	$11,731	$0		$453,738

Exhibit B - Table 2B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 2)

Silicon Valley Power System Expansion Plan Program

AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 2 - Apr 2023 to Mar 2024)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support		
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III	ODCs (Travel)	Labor + ODC Cost
	Dean Gerard	David Stoke	Dennis Cirone	Naz Al-Khayat	Kalpesh Salunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Sanes Kolakaya	Kathleen Graham	Philip Meymand	Daniel Cronquist		
Bill Rate	$264.24	$264.24	$264.24	$264.24	$217.55	$217.55	$217.55	$111.43	$206.94	$264.24	$153.88	$217.55	$164.49		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	8	8	64			64		40		20				$ -	$ 44,804
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)	8	2			24		16			12	24	1		$ -	$ 18,426
Task 2.3.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,575
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)	9					32	18			12	24	1		$ -	$ 20,337
Task 2.4.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,575
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)	8				16	24	24			8	16	8		$ -	$ 22,353
Task 2.5.4 - Engineering Support During Construction	20					20								$ -	$ 9,636
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (2 packages)	8		8		24	36				12	24	12		$ -	$ 26,755
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (2 packages)	8		8		24	36				12	24	12		$ -	$ 26,755
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)	8					32	18			12	24	1		$ -	$ 20,073
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,307
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)	4		16							16	32	4		$ -	$ 15,307
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package (1 package)	8			80		20								$ -	$ 27,604
Task 2.12 - Development Substation Projects (5 total - 09-22, 05-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2023 to Mar 2024)														$ -	$ 1,363
Task 2 Total Hours	97	10	112	80	128	304	76	40		136	216	43	0		
Task 2 Total Cost	$25,631	$2,642	$29,595	$21,139	$27,846	$66,134	$16,534	$4,457		$35,937	$33,237	$9,355	$0		$273,870

Exhibit B - Table 2C - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 3 - Apr 2024 to Mar 2025)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dave Gerard	David Staley	Dennis Chrone	Naz [illegible]	Kalpesh Salunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Savas Kolankaya	Kathleen Graham	Philip Meyhew	Daniel Cavagliol		
Bill Rate	$269.53	$269.53	$269.53	$269.53	$221.90	$221.90	$221.90	$113.66	$211.07	$269.53	$156.93	$221.90	$167.78		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction	20					20								$ -	$ 9,828
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction	40				40	40					40			$ -	$ 34,811
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction	40				40	40					40			$ -	$ 34,811
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction	2				20	20				8	8			$ -	$ 12,827
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line Interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)	8				16	24	24			8	16	8		$ -	$ 22,800
Task 2.9.4 - Engineering Support During Construction														$ -	$ -
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (1 package)	2				8	12	12			4	8	8		$ -	$ 11,749
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2024 to Mar 2025)														$ -	$ 732
Task 2 Total Hours	152				124	196	36			20	112	16	0		
Task 2 Total Cost	$40,968				$27,515	$43,482	$7,986			$5,391	$17,579	$3,550	$0		$147,216

Exhibit B - Table 2D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 2 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 4 - Apr 2025 to Mar 2026)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean	David	Dennis	Naz	Kalpesh	Ivan	Travis	Aradhya	John	Savas	Kathleen	Philip	Daniel		
	Goward	Staley	Cirrone	Al-Khayat	Salunkhe	Welander	Hasselhorst	Sharma	Chamberlain	Kolankaya	Graham	Maymandi	Cronquist		
Bill Rate	$274.92	$274.92	$274.92	$274.92	$226.34	$226.34	$226.34	$115.93	$215.30	$274.92	$160.09	$226.34	$171.13		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction	20				20	20								$ -	$ 14,552
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction	10					10								$ -	$ 5,013
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction	20					20								$ -	$ 10,025
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (2 packages)	8				16	24	24			8	16	8		$ -	$ 23,256
Task 2.10.4 - Engineering Support During Construction														$ -	$ -
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 08-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2025 to Mar 2026)														$ -	$ 264
Task 2 Total Hours	58				36	74	24			8	16	8	0		
Task 2 Total Cost	$15,945				$8,148	$16,749	$5,432			$2,199	$2,561	$1,811	$0		$53,110

Exhibit B - Table 2E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Program Wide Technical Support (YEAR 5 - Apr 2026 to Mar 2027)	Electrical Substation	Electrical Substation	Electrical Substation	BESS	Protection & Controls	Electrical	Electrical	Electrical	Environmental	Civil/Structural	Civil/Structural	Geotechnical	ROW Support	ODCs (Travel)	Labor Cost
	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Engineer	Senior Professional V	Principal Engineer	Project Engineer	Senior Engineer	Senior Professional III		
	Dean Goward	David Stalsy	Dennis Cirrone	Naz Al-Kheyat	Kalpesh Salunkhe	Ivan Welander	Travis Hasselhorst	Anjaneya Sharma	John Chamberlain	Savas Kolankaya	Kathleen Graham	Philip Meymand	Daniel Cronquist		
Bill Rate	$280.41	$280.41	$280.41	$280.41	$230.86	$230.86	$230.86	$118.25	$219.50	$260.41	$163.29	$230.86	$174.56		
Task Description															
Task 2 - Program Wide Technical Support															
Task 2.1 - General Technical/Engineering Support														$ -	$ -
Task 2.1.1 - Develop SVP Design Standards														$ -	$ -
Task 2.1.2 - Develop SVP As-Built Standards														$ -	$ -
Task 2.1.3 - Transformer & GIS Equipment Procurement Support														$ -	$ -
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)														$ -	$ -
Task 2.2.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.2.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.2.3 - Review Design Package (1 package)														$ -	$ -
Task 2.2.4 - Engineering Support During Construction														$ -	$ -
Task 2.2.5 - Environmental Support														$ -	$ -
Task 2.2.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.3 - NRS 392 breaker mitigation (04-2024)														$ -	$ -
Task 2.3.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.3.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.3.3 - Review Design Package (1 package)														$ -	$ -
Task 2.3.4 - Engineering Support During Construction														$ -	$ -
Task 2.3.5 - Environmental Support														$ -	$ -
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)														$ -	$ -
Task 2.4.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.4.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.4.3 - Review Design Package (1 package)														$ -	$ -
Task 2.4.4 - Engineering Support During Construction														$ -	$ -
Task 2.4.5 - Environmental Support														$ -	$ -
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)														$ -	$ -
Task 2.5.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.5.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.5.3 - Review Design Package (1 package)														$ -	$ -
Task 2.5.4 - Engineering Support During Construction														$ -	$ -
Task 2.5.5 - Environmental Support														$ -	$ -
Task 2.5.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.6 - Rebuild SRS (03-2025)														$ -	$ -
Task 2.6.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.6.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.6.3 - Review Design Package (1 package)														$ -	$ -
Task 2.6.4 - Engineering Support During Construction														$ -	$ -
Task 2.6.5 - Environmental Support														$ -	$ -
Task 2.7 - Rebuild KRS (08-2025)														$ -	$ -
Task 2.7.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.7.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.7.3 - Review Design Package (1 package)														$ -	$ -
Task 2.7.4 - Engineering Support During Construction														$ -	$ -
Task 2.7.5 - Environmental Support														$ -	$ -
Task 2.7.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.8 - NRS transformer upgrade (05-2025)														$ -	$ -
Task 2.8.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.8.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.8.3 - Review Design Package (1 package)														$ -	$ -
Task 2.8.4 - Engineering Support During Construction														$ -	$ -
Task 2.8.5 - Environmental Support														$ -	$ -
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)														$ -	$ -
Task 2.9.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.9.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.9.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.9.4 - Engineering Support During Construction	20					20								$ -	$ 10,226
Task 2.9.5 - Environmental Support														$ -	$ -
Task 2.9.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)														$ -	$ -
Task 2.10.1 - Review Planning Package (1 package)														$ -	$ -
Task 2.10.2 - Develop Design Scope (1 package)														$ -	$ -
Task 2.10.3 - Review Design Package (3 packages)														$ -	$ -
Task 2.10.4 - Engineering Support During Construction	40		40			40					40			$ -	$ 38,199
Task 2.10.5 - Environmental Support														$ -	$ -
Task 2.10.6 - ROW Engineering and Acquisitions														$ -	$ -
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy Storage Project														$ -	$ -
Task 2.11.1 - Review Design Package														$ -	$ -
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)														$ -	$ -
Task 2.12.1 - Review Planning Packages														$ -	$ -
Task 2.12.2 - Develop Design Scopes														$ -	$ -
Task 2.12.3 - Review Design Packages														$ -	$ -
Task 2.12.4 - Engineering Support During Construction														$ -	$ -
Task 2.12.5 - Environmental Support														$ -	$ -
Budget for bill rate increase (Dec 2026 to Mar 2027)														$ -	$ 242
Task 2 Total Hours	60		40			60					40		0		
Task 2 Total Cost	$16,825		$11,217			$13,852					$6,532		$0		$49,667

Exhibit B - Table 3A - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 1)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 1 - Apr 2022 to Mar 2023)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid Rahmati	Peter Montalvo	Mari Gomez	Carmen Caceres-Schnell	McKennan Bertsch	Deirdre O'Hara		
Bill Rate	$278.83	$192.27	$192.27	$182.07	$143.58	$132.13		
Task Description								
	-	-	-	-	-	-		
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		250			250		$ -	$ 83,961
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		250			250		$ -	$ 83,961
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	250					250	$ -	$ 102,740
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 280,755
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 280,755
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 83,961
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 102,740
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 102,740
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		250			250		$ -	$ 83,961
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2022 to Mar 2023)							$ -	$ 6,028
Task 3 Total Hours	750	1000	1500	1500	1000	750		
Task 3 Total Cost	$209,120	$192,270	$288,405	$273,105	$143,575	$99,098	$1,000	$1,211,602

Exhibit B - Table 3B - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 2)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 2 - Apr 2023 to Mar 2024)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor + ODC Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$284.40	$196.12	$196.12	$185.71	$146.45	$134.77		
Task Description								
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		250			250		$ -	$ 85,641
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		250			250		$ -	$ 85,641
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	250					250	$ -	$ 104,794
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 286,370
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 286,370
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 85,641
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 104,794
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 104,794
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		250			250		$ -	$ 85,641
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2023 to Mar 2024)							$ -	$ 6,148
Task 3 Total Hours	750	1000	1500	1500	1000	750		
Task 3 Total Cost	$213,303	$196,115	$294,173	$278,567	$146,447	$101,080	$1,000	$1,235,834

Exhibit B - Table 3C - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 3)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 3 - Apr 2024 to Mar 2025)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$290.09	$200.04	$200.04	$189.43	$149.38	$137.47		
Task Description								
	-	-	-	-	-	-		
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)		40					$ -	$ 8,002
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)		40					$ -	$ 8,002
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	120					120	$ -	$ 51,307
Task 3.5 - PM for Rebuild SRS (03-2025)			750	750			$ -	$ 292,098
Task 3.6 - PM for Rebuild KRS (08-2025)			750	750			$ -	$ 292,098
Task 3.7 - PM for NRS transformer upgrade (05-2025)		250			250		$ -	$ 87,353
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 106,890
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 106,890
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		200			200		$ -	$ 69,883
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2024 to Mar 2025)							$ -	$ 5,113
Task 3 Total Hours	**620**	**530**	**1500**	**1500**	**450**	**620**		
Task 3 Total Cost	**$179,857**	**$106,020**	**$300,057**	**$284,138**	**$67,219**	**$85,231**	**$1,000**	**$1,027,634**

Exhibit B - Table 3D - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 4)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 4 - Apr 2025 to Mar 2026)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$295.89	$204.04	$204.04	$193.21	$152.36	$140.22		
Task Description								
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)							$ -	$ -
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)							$ -	$ -
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)							$ -	$ -
Task 3.5 - PM for Rebuild SRS (03-2025)							$ -	$ -
Task 3.6 - PM for Rebuild KRS (08-2025)			500	250			$ -	$ 150,323
Task 3.7 - PM for NRS transformer upgrade (05-2025)		120					$ -	$ 24,485
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 109,028
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 109,028
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		160			160		$ -	$ 57,024
ODCs for Travel							$ 1,000.00	$ -
Budget for bill rate Increase (Dec 2025 to Mar 2026)							$ -	$ 2,249
Task 3 Total Hours	500	280	500	250	160	500		
Task 3 Total Cost	$147,947	$57,131	$102,019	$48,304	$24,378	$70,109	$1,000	$452,137

Exhibit B - Table 3E - Detailed Breakdown of AECOM's Estimated Labor Costs for Task 3 (Year 5)
Silicon Valley Power System Expansion Plan Program
AECOM Program Management Services

AECOM Project Management for SEP Projects (YEAR 5 - Apr 2026 to Mar 2027)	Project Manager	Project Manager	Project Manager	Deputy Project Manager	Deputy Project Manager	Deputy Project Manager	ODCs (Travel)	Labor Cost
	Senior Project Manager	Project Manager	Project Manager	Senior Professional IV	Senior Professional II	Senior Professional I		
	Omid	Peter	Mari	Carmen	McKennan	Deirdre		
	Rahmati	Montalvo	Gomez	Caceres-Schnell	Bertsch	O'Hara		
Bill Rate	$301.81	$208.12	$208.12	$197.08	$155.41	$143.02		
Task Description								
Task 3 - Project Management for SEP Projects								
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)							$ -	$ -
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)							$ -	$ -
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)							$ -	$ -
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)							$ -	$ -
Task 3.5 - PM for Rebuild SRS (03-2025)							$ -	$ -
Task 3.6 - PM for Rebuild KRS (08-2025)							$ -	$ -
Task 3.7 - PM for NRS transformer upgrade (05-2025)							$ -	$ -
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	250					250	$ -	$ 111,209
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	250					250	$ -	$ 111,209
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)		80			80		$ -	$ 29,082
ODCs for Travel							$ 1,000	$ -
Budget for bill rate increase (Dec 2026 to Mar 2027)							$ -	$ 1,257
Task 3 Total Hours	500	80			80	500		
Task 3 Total Cost	$150,906	$16,650			$12,433	$71,511	$1,000	$252,757

Table B2
AECOM Hourly Rates - Effective December 1, 2020

AECOM Hourly Rates

Principal	$280.50	Senior Admin	$134.64
Principal Engineer	$253.98	Admin/ Project Assistant	$96.90
Senior Engineer	$209.10	Contract Manager	$224.40
Project Engineer	$147.90	Senior Professional V	$198.90
Engineer	$107.10	Senior Professional IV	$178.50
Field Engineer	$158.10	Senior Professional III	$158.10
Senior Designer	$177.48	Senior Professional II	$140.76
Designer	$96.90	Senior Professional I	$129.54
Program Manager	$280.50	Project Professional II	$118.32
Senior Project Manager	$273.36	Project Professional I	$105.06
Project Manager	$188.50	Staff Professional II	$96.90
Construction Project Manager	$158.10	Staff Professional I	$86.70
Senior Project Analyst	$172.38	Senior Technician	$124.44
Project Analyst	$96.90	Staff Technician	$69.36

Navigant Hourly Rates

Partner	$496.74	Consultant	$197.88
Director	$401.88	Sr. Analyst	$185.64
Associate Director	$352.92	Analyst	$171.36
Managing Consultant	$295.80	Admin Support	$158.10
Senior Consultant	$256.02		

Auriga Hourly Rates

Program Manager I	$255.00	Communications Engineer I	$168.30
Program Manager II	$229.50	Communications Engineer II	$137.70
Project Manager I	$204.00	Senior Field Engineer	$127.50
Project Manager II	$188.70	Field Engineer I	$102.00
Principal Consultant	$178.50	Field Engineer II	$86.70
Senior Consultant	$153.00	Senior Cost Estimator I	$204.00
Associate Consultant	$127.50	Senior Cost Estimator II	$153.00
Principal Electrical Engineer	$193.80	Senior Project Scheduler	$178.50
Senior Electrical Engineer	$153.00	Project Scheduler	$127.50
Electrical Engineer I	$127.50	CAD Specialist/Supervisor	$102.00
Electrical Engineer II	$117.30	Sr. CAD Designer	$86.70
Associate Electrical Engineer	$102.00	CAD Designer/Drafter	$66.30
Jr. Electrical Engineer	$91.80	Document Control	$75.00
Senior Communications Engr.	$204.00	Technical Writer	$90.00

Ebix Insurance No. 2000004639

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
AECOM TECHNICAL SERVICES, INC.

PREAMBLE

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

RECITALS

The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California, and AECOM Technical Services, Inc., dated February 12, 2021 (Agreement); and

The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects; and

The Parties amended the Agreement (Amendment No. 1) on June 22, 2022, for Contractor to provide program management services for Silicon Valley Power's (SVP) System Expansion Plan Program; and

The Parties now wish to amend the Agreement to increase the maximum compensation to support additional As Needed Services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

   "AGREEMENT DOCUMENTS

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

   Exhibit A - Scope of Services

Exhibit B - Schedule of Fees

Exhibit C - Insurance Requirements

Exhibit D - Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

2. Section 6 of the Agreement, entitled Compensation and Payment is amended in its entirety to read as follows:

   "COMPENSATION AND PAYMENT

   In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is sixteen million dollars ($16,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance without an amendment to this Agreement."

3. Section 4 - WORK AUTHORIZATION PROCESS is hereby added to Exhibit A to read as follows:

   4.1. Contractor acknowledges that Contractor is one of six (6) firms selected to perform Plan Implementation Services, pursuant to separate agreements (collectively, the "Plan Implementation Agreements"). Specific Services will be assigned as set forth below.

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

   4.3. When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work

Authorization Process in this Section 4.

4.4. Work Request

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

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

4.5. Proposal

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

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

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

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

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

4.5.1.5. Any required drawings or documents.

4.5.1.6. A list of City responsibilities.

4.5.1.7. An itemized cost proposal showing:

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

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

services.

4.5.1.7.3. Parts/materials

4.5.1.7.4. Rental and/or specialty equipment

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

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

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

4.5.1.7.8. Estimated total cost including sales tax.

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

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

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

4.6. Work Authorization:

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

the proposed services as set forth in this Section.

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

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

4.6.4. Each Approved Work Authorization shall have a purchase order attached to it.

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

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

4.7. Changes to Work Authorization:

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

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

4.7.3. In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the purchase order, Contractor shall submit to the City an updated Proposal for review and approval from

the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed purchase order to authorize such additional services. Each changed Work Authorization and purchase order shall amend the Services and be incorporated into the Services by reference.

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

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

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

4.10. Each Approved Work Authorization and purchase order including those authorized prior to execution of this Amendment No. 2 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

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

4.12. The City (through the individuals listed in section 4.6.5 or, in the case of purchase orders, the Finance Department) may terminate an Approved Work Order or purchase order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

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

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

4.15. Contractor shall not initiate services before a Work Authorization has been executed and/or purchase order has been issued."

4. Exhibit B – SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED APRIL 30, 2022 is amended and replaced with Exhibit B - SCHEDULE OF FEES AND PAYMENT PROVISIONS – AMENDED OCTOBER 25, 2023.

5. The Parties acknowledge that Table B1 was inadvertently not included in Exhibit B Amendment 1. The Parties agree that Table 1 was part of the Agreement as of the effective date of the Amendment No.1.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 11/1/23

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

"CITY"

AECOM TECHNICAL SERVICES, INC.,
a California corporation

Dated: 10-26-23
By (Signature):
Name: Bob Turley, PE
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive, Oakland, CA 94612
Email Address: bob.turley@aecom.com
Telephone: (510)874-3212

"CONTRACTOR"

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND
AECOM TECHNICAL SERVICES
EXHIBIT B - COMPENSATION AND FEE SCHEDULE

AMENDED OCTOBER 25, 2023

1. Compensation

1.1. This is a time and materials agreement.

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

1.3. The City does not guarantee any minimum compensation under this Agreement.

1.4. Cost Estimates – Program Management Services:

1.4.1. Estimated Costs:

1.4.2. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447.

1.4.3. Additional detail on the estimated cost by task and staff can be found in the following cost tables.

1.4.3.1. Exhibit B - Table 1 - provides a summary of the annualized costs for each task over the entire 5-year duration.

1.4.3.2. Tables 1A – 1E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under purchase order 26657.

1.4.3.3. Tables 2A – 2E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.

1.4.3.4. Tables 3A – 3E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.

1.4.3.5. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.

1.4.4. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will

result in costs exceeding the estimate without an executed amendment to this Agreement.

1.5. The maximum compensation specified in Section 6 includes all Services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Table B2– AECOM Hourly Rates - Effective December 1, 2020 attached to Amendment No. 1 with rate adjustments according to the provisions of Section 2.3 of this Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the Service.

2.2. Overtime for exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing the Services.

2.3. Rate Adjustments. Table B2 - Hourly Rates attached to Amendment No. 1 shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. No later than 30 days before the commencement of the sixth year of the term of the Agreement, Contractor may request by written notice to the City further adjustments to the Table B2 - Hourly Rates; provided, Contractor shall provide justification for the proposed adjustment for the subsequent years. Except for the annual escalation described in this section, all rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved).

3. Use of Contingency: In the event that Contractor is requested to perform Program Management Services not included in the Exhibit A-1 or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work subject to the following:

3.1. If contingency funds are available in the Agreement to complete the services quoted, Contractor may perform such additional services upon written authorization of the City which shall be authorized by issuing a purchase order or change to purchase order to authorize such additional work.

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization shall be described in Contractor's Proposal as set forth in Section 4 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and purchase order.

4.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City pursuant to Section 4 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

4.3. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

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

4.4.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

4.4.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

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

5. Invoicing and Payments:

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

5.2. All invoices shall include

5.2.1. PO number,

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

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

5.2.4. Amount paid to date and remaining Agreement amount.

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

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

Exhibit B - Table B1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 1 - SEP Program Management						
Task 1.1 - Develop Program Management Plan	$65,441	$0	$0	$0	$0	$65,441
Task 1.2 - Develop Staffing Plan	$40,784	$0	$0	$0	$0	$40,784
Task 1.3 - Program Management/Coordination	$418,761	$630,039	$474,679	$336,855	$225,232	$2,085,566
Task 1.4 - Program Level Cost & Schedule Management Tracking & Reporting	$118,788	$94,872	$84,863	$49,352	$0	$347,875
Task 1.5 - Risk Management	$36,492	$31,624	$24,615	$16,451	$0	$109,182
Task 1.6 - Contract/Change Management	$65,103	$31,624	$24,615	$16,451	$0	$137,793
Task 1.7 - Programmatic Health & Safety Requirements	$55,843	$22,391	$12,903	$8,225	$0	$99,362
Task 1.8 - Schedule Oversight	$213,022	$161,887	$129,394	$74,018	$47,907	$626,228
Task 1.9 - Cost Control/Cost Estimating	$248,479	$185,425	$142,015	$97,247	$74,755	$747,921
Task 1.10 - Records Management	$74,129	$75,611	$61,699	$41,955	$26,746	$280,140
Task 1.11 - e-Builder Support	$101,439	$24,832	$8,443	$0	$0	$134,714
Task 1.12 - Public Outreach	$43,905	$22,391	$19,614	$15,071	$6,982	$107,963
Budget for bill rate increase (Dec 2022 to Mar	$7,411	$6,405	$4,914	$3,278	$1,909	$23,917
Task 1 Total Cost	**$1,489,597**	**$1,287,101**	**$987,754**	**$658,903**	**$383,531**	**$4,806,886**
Task 2 - Program Wide Technical Support						
Task 2.1 - General Technical/Engineering Support						
Task 2.1.1 - Develop SVP Design Standards	$106,493	$0	$0	$0	$0	$106,493
Task 2.1.2 - Develop SVP As-Built Standards	$49,061	$0	$0	$0	$0	$49,061
Task 2.1.3 - Transformer & GIS Equipment Procurement Support	$43,926	$44,804	$0	$0	$0	$88,730
Task 2.2 - Rebuild 60kV T-line Fiberglass and Walsh Subst (5-2022)						
Task 2.2.1 - Review Planning Package (1	$0	$0	$0	$0	$0	$0
Task 2.2.2 - Develop Design Scope (1 package)	$0	$0	$0	$0	$0	$0
Task 2.2.3 - Review Design Package (1 package)	$0	$0	$0	$0	$0	$0
Task 2.2.4 - Engineering Support During Construction	$0	$0	$0	$0	$0	$0
Task 2.2.5 - Environmental Support	$0	$0	$0	$0	$0	$0
Task 2.2.6 - ROW Engineering and Acquisitions	$0	$0	$0	$0	$0	$0
Task 2.3 - NRS 392 breaker mitigation (04-2024)						
Task 2.3.1 - Review Planning Package (1	$ 7,210	$0	$0	$0	$0	$7,210
Task 2.3.2 - Develop Design Scope (1 package)	$ 11,836	$0	$0	$0	$0	$11,836
Task 2.3.3 - Review Design Package (1 package)	$ 6,479	$ 18,426	$0	$0	$0	$24,905
Task 2.3.4 - Engineering Support During Construction	$ 0	$ 12,575	$ 9,828	$0	$0	$22,403
Task 2.3.5 - Environmental Support	$ 6,492	$0	$0	$0	$0	$6,492
Task 2.4 - NRS Transformer 2, spare transformer (04-2024)						
Task 2.4.1 - Review Planning Package (1	$ 7,972	$ 0	$ 0	$ 0	$ 0	$7,972
Task 2.4.2 - Develop Design Scope (1 package)	$ 9,611	$ 0	$ 0	$ 0	$ 0	$9,611
Task 2.4.3 - Review Design Package (1 package)	$ 6,814	$ 20,337	$ 0	$ 0	$ 0	$27,151
Task 2.4.4 - Engineering Support During Construction	$ 0	$ 12,575	$ 9,828	$ 0	$ 0	$22,403
Task 2.4.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.5 - Rebuild 60kV T-line Walsh and Uranium Subst (09-2024)						
Task 2.5.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.5.2 - Develop Design Scope (1 package)	$ 15,007	$ 0	$ 0	$ 0	$ 0	$15,007
Task 2.5.3 - Review Design Package (1 package)	$ 7,578	$ 22,353	$ 0	$ 0	$ 0	$29,931
Task 2.5.4 - Engineering Support During Construction	$ 0	$ 9,636	$ 9,828	$ 0	$ 0	$19,464
Task 2.5.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.5.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.6 - Rebuild SRS (03-2025)						
Task 2.6.1 - Review Planning Package (1	$ 13,030	$ 0	$ 0	$ 0	$ 0	$13,030
Task 2.6.2 - Develop Design Scope (1 package)	$ 15,102	$ 0	$ 0	$ 0	$ 0	$15,102
Task 2.6.3 - Review Design Package (1 package)	$ 8,916	$ 26,755	$ 0	$ 0	$ 0	$35,671
Task 2.6.4 - Engineering Support During Construction	$ 0	$ 0	$ 34,811	$ 0	$ 0	$34,811
Task 2.6.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492

Exhibit B - Table 1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 2 - Program Wide Technical Support (continued)						
Task 2.7 - Rebuild KRS (08-2025)						
Task 2.7.1 - Review Planning Package (1	$ 13,030	$ 0	$ 0	$ 0	$ 0	$13,030
Task 2.7.2 - Develop Design Scope (1 package)	$ 15,102	$ 0	$ 0	$ 0	$ 0	$15,102
Task 2.7.3 - Review Design Package (1 package)	$ 8,916	$ 26,755	$ 0	$ 0	$ 0	$35,671
Task 2.7.4 - Engineering Support During Construction	$ 0	$ 0	$ 34,811	$ 14,552	$ 0	$49,363
Task 2.7.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.7.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.8 - NRS transformer upgrade (05-2025)						
Task 2.8.1 - Review Planning Package (1	$ 7,972	$ 0	$ 0	$ 0	$ 0	$7,972
Task 2.8.2 - Develop Design Scope (1 package)	$ 9,611	$ 0	$ 0	$ 0	$ 0	$9,611
Task 2.8.3 - Review Design Package (1 package)	$ 6,814	$ 20,073	$ 0	$ 0	$ 0	$26,887
Task 2.8.4 - Engineering Support During Construction	$ 0	$ 0	$ 12,827	$ 5,013	$ 0	$17,840
Task 2.8.5 - Environmental Support	$ 6,492	$ 0	$ 0	$ 0	$ 0	$6,492
Task 2.9 - New 115kV T-line interconnecting NRS to KRS (05-2027)						
Task 2.9.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.9.2 - Develop Design Scope (1 package)	$ 0	$ 15,307	$ 0	$ 0	$ 0	$15,307
Task 2.9.3 - Review Design Package (3	$ 0	$ 0	$ 22,800	$ 0	$ 0	$22,800
Task 2.9.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 10,025	$ 10,226	$20,251
Task 2.9.5 - Environmental Support	$ 3,246	$ 0	$ 0	$ 0	$ 0	$3,246
Task 2.9.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.10 - Reconfig 60kV T-line Northwest and Center Loop (01-2028)						
Task 2.10.1 - Review Planning Package (1	$ 8,398	$ 0	$ 0	$ 0	$ 0	$8,398
Task 2.10.2 - Develop Design Scope (1 package)	$ 0	$ 15,307	$ 0	$ 0	$ 0	$15,307
Task 2.10.3 - Review Design Package (3	$ 0	$ 0	$ 11,749	$ 23,256	$ 0	$35,005
Task 2.10.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 0	$ 38,199	$38,199
Task 2.10.5 - Environmental Support	$ 3,246	$ 0	$ 0	$ 0	$ 0	$3,246
Task 2.10.6 - ROW Engineering and Acquisitions	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.11 - 50 MW (200MWh) Kifer Battery Energy StorageProject						
Task 2.11.1 - Review Design Package	$ 10,362	$ 27,604	$ 0	$ 0	$ 0	$37,966
Task 2.12 - Development Substation Projects (5 total - 09-22, 06-23, 2024, assume 2027, assume 2028)						
Task 2.12.1 - Review Planning Packages	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.2 - Develop Design Scopes	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.3 - Review Design Packages	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.4 - Engineering Support During Construction	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 2.12.5 - Environmental Support	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Budget for bill rate increase (Dec 2022 to Mar	$ 2,258	$ 1,363	$ 734	$ 264	$ 242	$4,861
Task 2 Total Cost	**$ 453,738**	**$ 273,870**	**$ 147,216**	**$ 53,110**	**$ 48,667**	**$976,601**

Exhibit B - Table 1

AECOM Program Management Services (YEAR 1 - 5 | May 2022 to April 2027)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Task Description						
Task 3 - Project Management for SEP Projects						
Task 3.1 - PM for Rebuild 60kV T-line Fiberglass and Walsh Substation (5-2022)	$ 0	$ 0	$ 0	$ 0	$ 0	$0
Task 3.2 - PM for NRS 392 breaker mitigation (04-2024)	$ 83,961	$ 85,641	$ 8,002	$ 0	$ 0	$177,604
Task 3.3 - PM for NRS Transformer 2, spare transformer (04-2024)	$ 83,961	$ 85,641	$ 8,002	$ 0	$ 0	$177,604
Task 3.4 - PM for Rebuild 60kV T-line Walsh and Uranium Substations (09-2024)	$ 102,740	$ 104,794	$ 51,307	$ 0	$ 0	$258,841
Task 3.5 - PM for Rebuild SRS (03-2025)	$ 280,755	$ 286,370	$ 292,098	$ 0	$ 0	$859,223
Task 3.6 - PM for Rebuild KRS (08-2025)	$ 280,755	$ 286,370	$ 292,098	$ 150,323	$ 0	$1,009,546
Task 3.7 - PM for NRS transformer upgrade (05-2025)	$ 83,961	$ 85,641	$ 87,353	$ 24,485	$ 0	$281,440
Task 3.8 - PM for New 115kV T-line interconnecting NRS to KRS (05-2027)	$ 102,740	$ 104,794	$ 106,890	$ 109,028	$ 111,209	$534,661
Task 3.9 - PM for Reconfigure 60kV T-line Northwest and Center Loop (01-2028)	$ 102,740	$ 104,794	$ 106,890	$ 109,028	$ 111,209	$534,661
Task 3.10 - PM for Development Substation Projects (5 total - 09-22, 06-23, 2024 assume 2027, assume 2028)	$ 83,961	$ 85,641	$ 69,883	$ 57,024	$ 29,082	$325,591
Budget for bill rate Increase (Dec 2022 to Mar	$ 6,028	$ 6,148	$ 5,115	$ 2,249	$ 1,257	$20,797
Task 3 Total Cost	**$ 1,211,602**	**$ 1,235,834**	**$ 1,027,634**	**$ 452,137**	**$ 252,757**	$4,179,964
Task 3 - Project Management for SEP Projects						
Estimated - Other Costs (Travel) - $1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$5,000
Total All Tasks	**$ 3,155,937**	**$ 2,797,805**	**$ 2,163,604**	**$ 1,165,150**	**$ 685,955**	$9,968,451
Contingency (Use of Contingency subject to Exhibit B, Section 3)						$703,454
Previously Authorized Work						$328,095
Maxumum Compensation						**$11,000,000**

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

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

PART A: GENERAL INFORMATION

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

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

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

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 4 of Exhibit A and Section 4 of Exhibit B.

3. COMPENSATION

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

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

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

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

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

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

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

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

majeure event during the period of service of this Work Authorization.

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

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200004639

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

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and AECOM Technical Services, Inc., dated February 12, 2021 (Agreement);

B. The Agreement was previously amended by Amendment No. 1, dated June 2, 2022, and Amendment No. 2, dated November 1, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation, extend the term, and modify the Work Authorization process.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement", is amended in its entirety to read as follows:
"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin December 1, 2020, and terminate on December 31, 2029."

2. Section 6 of the Agreement as Amended, entitled "Compensation and Payment", is amended in its entirety to read as follows:
"In consideration for the Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled Compensation and Fee

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Schedule. The maximum compensation of this Agreement during the Initial Term is twenty-eight million dollars ($28,000,000.00) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

3. Section 4.6.6 of Exhibit A of the Agreement as Amended is amended to read as follows:

   "Except where the provisions of Section 4.6.7 or Section 4.7.4 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has executed a Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a purchase order or changed purchase order."

4. Section 4.6.7 is added to Exhibit A of the Agreement as Amended to read as follows:

   "4.6.7. Immediate Need / Emergency Work Orders

   4.6.7.1 The City may authorize Interim Work Orders in accordance with this Section, in the following circumstances:

   4.6.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services

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

   4.6.7.2 Interim Work Orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days.

   4.6.7.3 Contractor shall provide an updated Proposal within five (5) business days. The Proposal shall be detailed in accordance with this Section 4 and shall also include all services required including those services already completed or initiated.

   4.6.7.4 If approved, the City will issue a Work Authorization and a Purchase Order as soon as reasonably practicable."

5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

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the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...

GLEN R. GOOGINS
City Attorney

Dated: 4/12/2025 | 12:05 AM PDT

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

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

"CITY"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 4/7/2025 | 4:07 PM PDT

By (Signature): DocuSigned by:
Bob Turley
B01688E5C7A749E...

Name: Bob Turley, PE

Title: Vice President

Principal Place of Business Address: 300 Lakeside Drive
Oakland, CA 94612

Email Address: Bob.turley@aecom.com

Telephone: (510) 874-3212

"CONTRACTOR"

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Ebix Insurance No. S200004639

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

PREAMBLE

This fourth amendment to the agreement for design professional services ("Amendment No. 4) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and AECOM Technical Services, Inc.," dated February 12, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects;

B. The Agreement was previously amended by Amendment No. 1, dated June 2, 2022, Amendment No. 2, dated November 1, 2023, and Amendment No. 3, dated April 12, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the rate schedules in Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Exhibit B – Compensation and Fee Schedule shall be deleted in its entirety and replaced with the attached Third Revised Exhibit B – Compensation and Fee Schedule, which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

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the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

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

Dated: 5/13/2026 | 3:56 PM PDT

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

"CITY"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: 4/30/2026 | 5:34 PM PDT

By (Signature): DocuSigned by: Bob Turley B01688E5C7A749E...
Name: Robert K. Turley, PE
Title: Vice President
Principal Place of Business Address: 300 Lakeside Drive, Oakland, CA 94612
Email Address: bob.turley@aecom.com
Telephone: (510) 874-3212

"CONTRACTOR"

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THIRD REVISED EXHIBIT B
COMPENSATION AND FEE SCHEDULE

1. Compensation

1.1. This is a time and materials agreement.

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

1.3. The City does not guarantee any minimum compensation under this Agreement.

1.4. Cost Estimates – Program Management Services:

1.4.1. Estimated Costs:

1.4.2. Labor costs to provide support services included in Exhibit A, for a 5-year duration as part of this Amendment No. 1 are estimated to be $9,968,447 (not including executed/future change orders).

1.4.3. Additional detail on the estimated cost by task and staff can be found in the following cost tables.

1.4.3.1. Table 1 of Third Revised Exhibit B- provides a summary of the annualized costs for each task over the entire 5-year duration.

1.4.3.2. Tables 1A – 1E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 1 for 5 years. A portion of Task Order 1 has been previously authorized under purchase order 26657.

1.4.3.3. Tables 2A – 2E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 2 for each of the 5 years.

1.4.3.4. Tables 3A – 3E attached to Amendment No. 1 provide a detailed breakdown of the annual cost per task and staff for Task 3 for each of the 5 years.

1.4.3.5. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the projects identified in each cost estimate.

1.4.4. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without an executed amendment to this Agreement.

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1.5. The maximum compensation specified in Section 6 includes all Services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

2.1. Services shall be provided according to the rates in Third Revised - Table B2– Hourly Rates attached to Amendment No. 4 with rate adjustments according to the provisions of Section 2.3 of this Third Revised Exhibit B. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the Service.

2.2. Overtime for non-exempt employees will be billed at 1.5 times hourly rate. Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to commencing the Services.

2.3. Rate Adjustments. Table B2 - Hourly Rates shall have an annual escalation of 2% from December 1, 2020, to December 1, 2025. After November 30, 2026, rate adjustments may be negotiated no more than once annually and shall be a minimum 3.5% increase. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.4. Except for the annual escalation described in this section, all rate adjustments must be approved by the City through a Purchase Order or an amendment to this Agreement. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

3. Use of Contingency: In the event that Contractor is requested to perform Program Management Services not included in the Exhibit A-1 or if a task exceeds the Budget outlined in the exhibits, Contractor shall submit a proposal for such additional work subject to the following:

3.1. If contingency funds are available in the Agreement to complete the services quoted, Contractor may perform such additional services upon written authorization of the City which shall be authorized by issuing a purchase order or change to purchase order to authorize such additional work.

3.2. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

4. Reimbursable Expenses

4.1. Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization shall be described in Contractor's Proposal as set forth in

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Section 4 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and purchase order.

4.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City pursuant to Section 4 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

4.3. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost plus 3%. Subcontractor services will be invoiced at cost plus 5%.

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

4.4.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

4.4.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

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

5. Invoicing and Payments:

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

5.2. All invoices shall include

5.2.1. PO number,

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

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

5.2.4. Amount paid to date and remaining Agreement amount.

5.3. Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment.

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These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

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

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Third Revised Table B2: Hourly Rates

Labor Classification	Fully Burdened Hourly Rates
Admin/Project Assistant	$126.86
Contract Manager	$271.62
Principal	$354.32
Principal Engineer	$296.59
Program Manager	$343.66
Project Engineer	$225.95
Project Professional I	$127.82
Project Professional II	$141.75
Designer	$125.18
Senior Engineer	$260.57
Senior Professional I	$158.14
Senior Professional II	$172.30
Senior Professional III	$192.32
Senior Professional IV	$219.08
Senior Professional V	$244.54
Senior Project Analyst	$210.36
Senior Project Manager	$327.03
Staff Professional I	$106.25
Staff Professional II	$122.74
Staff Professional III	$175.69
Project Manager I	$212.65
Project Manager II	$228.54
Project Manager III	$251.31
Consultant II	$151.08
Project Analyst	$122.12
Project Controls Technician III	$163.87
Project Coordinator	$110.39
Staff Technician	$84.51
Construction Project Manager	$206.81
Senior Admin	$163.87
Senior Designer	$220.35
Senior Technician	$152.12
Engineer I	$129.58

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Labor Classification	Fully Burdened Hourly Rates
Engineer II	$140.22
Engineer III	$170.01
Engineer IV	$203.80

EBIX Insurance No. S200004651

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

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns & McDonnell Engineering Company, Inc., a Missouri corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

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

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

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, experience, necessary licenses and desire to provide any/or all professional services of the quality and type which meet objectives and requirements of City as set forth in this Agreement; and,

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

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

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A or as more specifically defined in separate authorization/purchase orders for services. Time is of the essence.

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the material subject matter expertise in the professional calling necessary to perform the Services, and its

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

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all deliverables provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Three Million Dollars and No/100 ($3,000,000), and subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses required to perform the Services. All work performed or materials provided in excess of the maximum compensation, as authorized by this agreement, shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. Upon such termination, City shall pay Contractor for all reasonable expenses and charges outstanding for the portion of Services completed at the time of termination.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement upon written notice to Contractor and a 10-day opportunity to cure, if in City's opinion it is curable.

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this

Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the direct cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

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

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

City of Santa Clara
Attention: *Dept. Name
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

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

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

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

facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

CONTINUED ON NEXT PAGE

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Luis M. Haro Digitally signed by Luis M. Haro Date: 2021.08.16 14:13:47 -07'00'
BRIAN DOYLE
City Attorney

Dated: 8/16/2021
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771
"CITY"

BURNS & MCDONNELL ENGINEERING COMPANY, INC.
a Missouri corporation

Dated: July 8, 2021
By (Signature): Stephen Kane
Name: Stephen Kane
Title: Vice President
Principal Place of Business Address: 140 S. State College Blvd, Suite 100, Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-2039
Fax: (714) 256-1764
"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

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

EXHIBIT B
SCHEDULE OF FEES

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

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

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1st through the duration of the Agreement. Contractor to provide City with an updated rate schedule on or before each December 1 deadline.

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

Contractor will bill City on one of the following pricing methods as set forth in each PO:

1. monthly on a time and materials basis upon the hourly rate sheet provided below for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City; or

2. A lump sum basis with milestone payment schedule as agreed by the parties.

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Projects billed on an hourly basis will be billed according to the rate sheet below, which is valid from December 1, 2020, through November 30, 2021 (and subject to the annual escalation noted hereinabove):

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

Notes:

1. Subcontractors billed at cost plus 10%.
2. Travel Expenses billed at cost plus 10%.
3. Contract/Agency Personnel shall be billed according to rates listed above as if such personnel are a direct employee of Burns & McDonnell. "Contract/Agency Personnel" shall mean personnel utilized at the discretion of Contractor to provide services on the project that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell's subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not "Subcontracts" as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.
4. Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed above.
5. Equipment utilized for the services will be outlined in a given scope of services and priced accordingly.

EXHIBIT C
INSURANCE REQUIREMENTS

Prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies providing additional insured coverage shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The required coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

C. Business automobile liability insurance policy which provides coverage as broad as ISO form CA 00 01 with policy limits a limit of one million dollars ($1,000,000)

each accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

D. Not Used.

E. WORKERS' COMPENSATION

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

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

F. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention shall be the responsibility of Contractor.

G. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, and employees are hereby added as additional insureds in respect to liability caused by Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 07 04 and CG 20 37 07 04, or its equivalent.

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

3. Cancellation.

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

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

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

H. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to use commercially reasonable efforts to require that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

I. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor shall, at its sole cost and expense, provide and maintain the insurance coverage with the endorsements indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under types of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and relevant endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

J. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of relevant Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, relevant endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to: ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280

K. QUALIFYING INSURERS

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

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Ebix Insurance No. S200005553

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

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Burns & McDonnell Engineering Company, Inc.," dated August 16, 2021, for the purpose of having Contractor provide plan implementation/project management services; and

B. On October 28, 2025, the Parties executed a Consent to Assignment Agreement by and Between the City of Santa Clara, California and Burns & McDonnell Western Enterprises, Inc.; and

C. The Parties now wish to amend the Agreement to extend the term and update the rates schedule in Exhibit B.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2027.The Parties agree that this Agreement did not expire on the previous expiration date of November 30, 2025, and it remains valid through the new expiration date set forth in this Amendment No. 1."

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2. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES", is deleted in its entirety and replaced with "FIRST REVISED EXHIBIT B SCHEDULE OF FEES" attached hereto and incorporated into the Agreement as amended.

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

The effective date of this Amendment No. 1 is the date of City's execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Huyen Nguyen
979AA536EE87459...
GLEN R. GOOGINS
City Attorney

Dated: 5/5/2026 | 6:36 PM PDT

Signed by:
Aracely Azevedo
868E71ED037D4F8...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a California corporation

Dated: 4/23/2026 | 8:03 AM PDT

By (Signature): DocuSigned by:
Stephen Kane
72808073A0D8476...
Name: Stephen Kane
Title: Vice President
Principal Place of Business Address: 145 S. State College Blvd. Suite 600, Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-9039

"CONTRACTOR"

Docusign Envelope ID: 37006E9B-09E6-44EF-8C1A-5B1DC2815A52

FIRST REVISED EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor no later than thirty (30) days after approval of an invoice by City staff.

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

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1st through the first five years of the Agreement. Contractor may increase rates annually beginning December 1, 2026, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. Contractor to provide City with an updated rate schedule on or before each December 1 deadline.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing. Contractor will bill City on one of the following pricing methods as set forth in each PO:

1. monthly on a time and materials basis upon the hourly rate sheet provided below for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City; or

2. A lump sum basis with milestone payment schedule as agreed upon by the parties.

City will pay Contractor no later than thirty (30) days after approval of an invoice by City staff.

Projects billed on an hourly basis will be billed according to the rate sheets below, (and subject to the annual escalation noted hereinabove):

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RATES EFFECTIVE DECEMBER 1, 2025

Job Title	Hourly Rate	Over-time Rate
Associate – 14 or above	$269.79	$269.79
Senior – 13	$248.58	$248.59
Senior – 12	$232.41	$232.41
Staff – 11	$212.04	$285.00
Staff – 10	$191.39	$257.25
Assistant – 9	$173.54	$233.25
Assistant – 8	$150.10	$201.75
Assistant – 7	$109.09	$146.63
Technician – 6	$95.14	$127.88
General Office – 5	$ 77.00	$103.50

RATES EFFECTIVE DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2025

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

Notes:

1. Subcontractors billed at cost plus 10%.
2. Travel Expenses billed at cost plus 10%.
3. Contract/Agency Personnel shall be billed according to rates listed above as if such personnel are a direct employee of Burns & McDonnell. "Contract/Agency Personnel" shall mean personnel utilized at the discretion of Contractor to provide services on the project that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell's subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not "Subcontracts" as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.
4. Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed above.
5. Equipment utilized for the services will be outlined in a given scope of services and priced accordingly.

20-854 Agenda Date: 10/13/2020

REPORT TO COUNCIL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

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

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

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

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

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

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

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

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

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

ATTACHMENT
1. Agreement for Design Professional Services

EBIX Insurance No. S200001751

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

PREAMBLE

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

RECITALS

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

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

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2021 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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

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

4. WARRANTY

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

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

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

7. TERMINATION

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

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

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

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

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

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

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

14. HOLD HARMLESS/INDEMNIFICATION/LIMITS OF LIABILITY

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

Neither Party shall be liable to the other for any lost profits or any indirect, special, incidental, punitive, or consequential loss or damage of any kind arising in connection with the agreement, even if the party has been advised or should be aware of the possibility of such damages. Nothing in the agreement limits or excludes either party's liability for loss or damage resulting from death or personal injury caused by its gross negligence, or any fraud or fraudulent misrepresentation.

CONTRACTOR's total cumulative aggregate liability for all Claims of any kind whether based on contract, tort (including negligence and strict liability), under any warranty or otherwise, arising from or related in any way to this Agreement or performance or failure of performance of CONTRACTOR'S obligations shall be limited to $10,000,000.

15. INSURANCE REQUIREMENTS

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

16. WAIVER

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

17. NOTICES

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

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

And to Contractor addressed as follows:

Electrical Consultants, Inc.
Attn. VP-Power Supply
3521 Gabel Road
Billings, MT 59102
and by e-mail at *dave.maehl@eciusa.com

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

18. COMPLIANCE WITH LAWS

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

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

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

25. COUNTERPARTS

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Digitally signed by Caio Arellano
Date: 2021.09.15 14:57:55 -07'00'

Office of the City Attorney
City of Santa Clara

Dated: 9/16/2021

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

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 8/30/2021
By (Signature): David R Maehl
Name: David R. Maehl
Title: VP- Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, MT 59102
Email Address: dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-3341

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

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

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

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

2. Contractor shall provide services at the labor rates outlined in Exhibit B-1 – RATE SCHEDULE attached and incorporated by reference.

3. Rates outlined in Exhibit B-1 may be requested by Contractor to adjust no greater than annually after December 31, 2021 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

4. Reimbursable Expenses

   4.1. Pass-Through Costs:

      4.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials.

      4.1.2. Such Pass-Through Costs shall be included in the quote.

      4.1.3. When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.

      4.1.4. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

      4.1.5. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

   4.2. Reimbursement of expenses is subject to the following conditions.

      4.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

      4.2.2. Travel-related expenses (mileage, lodging, meals, etc.).

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

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

      4.2.4. Airfare and rental car, if required, shall be at economy class.

      4.2.5. Travel Expenses. All travel expenses such as, but not limited to, airfare, car rental, taxi, lodging, parking, tolls, meals and incidental expenses will be invoiced at cost, with receipts provided for any expenses.

5. Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including submittal of certified payroll using City's LCP Tracker or such other system as defined by the City.

EXHIBIT B-1

RATE SCHEDULE

Category/Position	Hourly Rate
Engineering / Management	
Senior Project Manager II	$251
Senior Project Manager 1	$208
Project Manager II	$185
Project Manager I	$165
Senior Engineer II	$209
Senior Engineer I	$178
Senior Project Supervisor	$174
Project Supervisor	$131
Project Engineer II	$151
Project Engineer I	$143
Associate Engineer II	$147
Associate Engineer I	$141
Design Engineer III	$124
Design Engineer II	$116
Design Engineer I	$109
Senior Designer II	$155
Senior Designer I	$139
Designer III	$121
Designer II	$107
Designer I	$90
Program Management / Support Staff	
Project Controls Coordinator	$190
Project Controls Specialist III	$148
Project Controls Specialist II	$115
Project Controls Specialist I	$98
Senior Drafter II	$107
Senior Drafter I	$103
Drafter III	$93
Drafter II	$90
Drafter I	$79
Administrative – Executive	$122
Administrative Assistant	$82

Survey / Real Estate

Senior Surveyor	$158
Surveyor II	$129
Surveyor I	$110
Survey Technician II	$90
Survey Technician I	$70
Senior Real Estate Specialist	$152
Real Estate Specialist II	$132
Real Estate Specialist I	$89

Construction / Field Testing

Senior P&C Technician	$209
P&C Technician	$145
Construction Project Manager	$206
Field Construction Manager	$195
Technician III/Inspector III	$144
Technician II/Inspector II	$123
Technician I/Inspector I	$81
Safety Specialist	$143

Corporate Project Management / Technical Oversight

Principal	$263
Director/PhD	$263

Electrical Consultants, Inc.

Chargeable Expenses

Project Expenses:	
Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost
CADD Software/Plotting:	
AutoCAD Drafting Equipment	$8.00/hour
Microstation Drafting Equipment	$8.00/hour
HP Design Jet Monochrome Plots	$5.00 each
HP Design Jet Color Plots	$10.00 each
LD3 Modeling	$8.00/hour
Prints and Copies:	
Arc Flash Labels	$6.00 each
Large Format Copies:	
C, D Size	$2.35 each
E Size	$2.60 each
F Size	$2.75 each
Larger Sizes	25¢/sq. ft.
Engineering Software:	
Radial Voltage Drop – SynerGEE & Milsoft	$30.00/hour
Load Flow / Stability (PSLF/PSSE)	$40.00/hour
ASPEN	$30.00/hour
STRUDL/Structural Software	$40.00/hour
GIS Mapping Software	$8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour
CDEGS (Grounding)	$50.00/hour
SKM	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour
CYMCAP	$40.00/hour
ETAP	$20.00/hour
PSCAD/EMT	$40.00/hour
PTI – Power System Analysis	$40.00/hour
T-Flash	$40.00/hour
Survey Equipment/Software:	
Cyclone Software	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour
Theodolite, Total Station	$11.00/hour
Robotic Total Station	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour
Staking Supplies	$10.00/line-mile

Testing Equipment:

5 kV Megger	$60/day, $200/week
Phase Angle Meter	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week
Transformer Turns Ratio Test Set	$75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week
Power Quality Analyzer	$75/day, $150/week
Hi-Potential Test Set	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week
Doble M5400 Seep Frequency	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week
GPR (ground penetrating radar)	$1,000/day
HD 3-D Laser Scanner	$600/day
Dranetz 8000 Analyzer	$500/day
Fluke 435 Meter	$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

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

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

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

J. **Prevailing Wage Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

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

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

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

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

22-166 **Agenda Date: 10/4/2022**

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Plan Implementation and General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In Silicon Valley Power (SVP) quarterly updates to City Council, staff has reported that electrical demand in the City is expected to increase significantly over the next decade. On September 28, 2021 (Council Item 21-871), the City Council accepted SVP's 3-year Growth Plan Strategy Report (System Growth Plan). According to this System Growth Plan, SVP peak load projections are 879 MW in 2024 and 1125 MW in 2031. Compared to a 2021 peak of 598 MW, this is an increase of nearly 100% in ten years. The System Growth Plan identified ten system expansion projects required to be completed by 2024 to meet this increased load demand safely and reliably. Meeting this electrical demand from future growth requires additional engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

On October 13, 2020, Council approved (Council Item 20-854) agreements with (1) five firms (1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.) in the amount of $3,000,000 per agreement for plan implementation; and (2) five firms (Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.) in the amount of $2,000,000 per agreement for general consulting services. The total maximum compensation of these ten agreements is authorized not to exceed $25 million over a five-year period. On May 13, 2022, Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc. for program management services associated with the System Growth Plan increasing maximum compensation from $3 million to $11 million to perform program management services for SVP's System Expansion Plan increasing the aggregate authorization for these ten agreements to $33 million.

When a specific project is identified, staff issues a call for proposals that invites these prequalified consultants to submit qualifications and the award is based on factors such as project specific qualifications and experience, availability of staff, project approach, proposed scope of services, project schedule and design completion dates.

DISCUSSION

The System Growth Plan more than doubles the current capital improvement project backlog and managing and delivering these projects from detailed design through construction requires the

technical knowledge these firms have. For example, the System Growth Plan includes a recommendation for a full rebuild and replacement of Scott Receiving Station (SRS) and Kifer Receiving Station (KRS). SRS and KRS will require a complete demolition and redesign to convert the outdoor air-insulated equipment to outdoor gas-insulated equipment to increase capacity and reliability in order to provide electric services to businesses and residences. These receiving station projects each have an estimated construction cost of $65 million each. After the call for proposal process, TRC Solutions, Inc. (TRC) was selected as the most qualified firm to support engineering design and construction support for the rebuild of SRS and KRS. The total cost of work is estimated at $5.2 million. The current maximum compensation authorized for TRC is $3 million and some of those funds have been allocated to other capital projects. As SVP is continuing to issue call for proposals for projects associated with the System Growth Plan, additional amendments to this agreement or other agreements will be needed.

To meet the demand for growth in capacity over the next 10 years, SVP has a capital plan exceeding $250 million. As a guideline, 20% of capital project costs are associated with engineering services such as design and construction management. To address these engineering costs, staff recommends that City Council authorize the City Manager to negotiate and execute additional amendments to the agreements with an additional aggregate compensation of $17 million to allow staff the flexibility of funding agreements as projects are awarded.

ENVIRONMENTAL REVIEW

This action being considered is for program and project management services and does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3). It can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment. When capital projects included in the growth strategy move forward, appropriate CEQA will be completed as required prior to construction.

FISCAL IMPACT

To provide the necessary engineering services for SVP's significant capital program, this action would authorize the City Manager to approve contract amendments for ten firms up to a revised additional aggregate maximum compensation of $17 million, subject to the appropriation of funds. The capital project funding for each amendment would be identified at the time the amendment is brought forward. For instance, the increased maximum compensation for the TRC agreement described above is available in the Electric Utility Capital Fund for the KRS Rebuild and Replacement (CIP# 2453) and SRS Rebuild and Replacement (CIP#2456) projects.

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

COORDINATION

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City

Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning with an additional aggregate maximum compensation of $17 million, subject to the appropriation of funds for the following:
   A. For general consulting services with:
      1). Advisian Worley Group
      2). TRC Solutions, Inc.
      3). Leidos Engineering, LLC
      4). Flynn Resource Consultants, Inc.
      5). EN Engineering LLC
   B. For plan implementation services with:
      1). 1898 & Co.
      2). TRC Solutions, Inc.
      3). Electrical Consultants, Inc.
      4). AECOM Technical Services, Inc.
      5). Stantec Consulting Services Inc.; and

2. Authorize the City Manager to:
   A. Execute amendments to extend the term of the Agreements if required to complete projects initiated during their term;
   B. Negotiate and execute amendments to add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds; and
   C. Take such actions as necessary or advisable to implement the agreements as amended.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Rajeev Batra, City Manager

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

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated September 16, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP), and the Parties now wish to amend the Agreement to increase the maximum compensation due to additional service needs and extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2021, and terminate on November 30, 2028."

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is seven million three hundred sixty thousand dollars ($7,360,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

3. Exhibit A – Scope of Services shall be deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended May 1, 2023, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended May 1, 2023, which is hereby incorporated into the Agreement.

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

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (May 25, 2023 09:51 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 5/26/23

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

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 5/22/2023

By (Signature): Digitally signed by David R Maehl
Date: 2023.05.22 11:41:44-06'00'

Name: David R. Maehl

Title: VP-Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

Fax: (406) 259-3341

"CONTRACTOR"

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

1. The Contractor shall perform plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation and project management services to include:
   - 1.1. Act as project manager for the activities such as, but not limited to:
     - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations;
     - 1.1.2. Land acquisition;
     - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate;
     - 1.1.4. Bid support;
     - 1.1.5. Construction support; and
     - 1.1.6. Record drawings and project closeout.
   - 1.2. Perform system planning for electric utility distribution and transmission systems.
   - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
   - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
   - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
   - 1.8. Assess existing design standards and recommend revisions or new standards.
   - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.10. Provide drafting support as needed.

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

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

2. Work Request and Authorization of Work

2.1. Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment.

2.2. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.

2.3. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the Purchase Order for that scope of work without a changed purchase order or, in the event the maximum compensation specified in Section 6 of the agreement may be exceeded, Contractor shall not perform work without an executed amendment to this Agreement.

3. e-BUILDER

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

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

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

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

circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

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

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

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

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

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

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

3.8.5. Requests for Information (RFI's);

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

3.8.7. Pay Applications;

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

3.8.9. Pre-Task Plans (PTPs);

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

3.8.11. Quality Control (QC) Documentation;

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

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

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

1. This is a time and materials contract with a total not-to-exceed amount specified in Section 6 of the Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

   2.1. Services shall be provided according to the rates in Table B-1 – HOURLY RATES.

   2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

   2.3. Rate Adjustments. Rates outlined in Table B-1 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2024, subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

3. Reimbursable Expenses

   3.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, subcontractor materials and equipment, will be invoiced at cost. Subcontractor services will be invoiced at cost plus 10%.

   3.2. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

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

      3.3.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

      3.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

      3.3.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided

for any expenses. Airfare and rental car, if required, shall be at economy class.

3.4. Contractor shall include an estimate for any anticipated reimbursable expenses in Contractor's response to any CFP or other proposal to perform additional work.

3.5. Contractor shall provide supporting documentation such as invoices or receipts for all reimbursable expenses.

4. Table B-2 PASS THROUGH COSTS

4.1 Contractor may pass through costs such as, plotting, printing, materials, equipment, etc.

4.2 Such Pass-Through Costs shall be included in the quote.

4.3 When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.

4.4 Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through Costs.

4.5 Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

5. Invoicing and Payments

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

5.2. All monthly invoices shall include:

5.2.1. PO number;

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

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

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

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

TABLE B-1 HOURLY RATES

Category/Position	Hourly Rate Effective Sept. 1, 2021 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Engineering/Management		
Senior Project Manager II	$251	$248
Senior Project Manager I	$208	$210
Project Manager II	$185	$188
Project Manager I	$165	$169
Senior Engineer II	$209	$211
Senior Engineer I	$178	$181
Senior Project Supervisor	$174	$175
Project Supervisor	$131	$135
Project Engineer II	$151	$154
Project Engineer I	$143	$145
Associate Engineer II	$147	$149
Associate Engineer I	$141	$143
Design Engineer III	$124	$127
Design Engineer II	$116	$119
Design Engineer I	$109	$110
Senior Designer II	$155	$152
Senior Designer I	$139	$141
Designer III	$121	$124
Designer II	$107	$109
Designer I	$90	$92
Program Management/Support Staff		
Project Controls Coordinator	$190	$195
Project Controls Specialist III	$148	$149
Project Controls Specialist II	$115	$119
Project Controls Specialist I	$98	$101
Senior Drafter II	$107	$108
Senior Drafter I	$103	$106
Drafter III	$93	$95
Drafter II	$90	$92
Drafter I	$79	$82
Administrative Executive	$122	$122
Administrative Assistant	$82	$74

Category/Position	Hourly Rate Effective Sept. 1, 2021 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Survey/Real Estate		
Senior Surveyor	$158	$162
Surveyor II	$129	$133
Surveyor I	$110	$109
Survey Technician II	$90	$92
Survey Technician I	$70	$69
Senior Real Estate Specialist	$152	$153
Real Estate Specialist II	$132	$130
Real Estate Specialist I	$89	$88
Construction/Field Testing		
Senior P&C Technician	$209	$211
P&C Technician	$145	$146
Construction Project Manager	$206	$201
Field Construction Manager	$195	$196
Technician III/Inspector III	$144	$145
Technician II/Inspector II	$123	$126
Technician I/Inspector I	$81	$84
Safety Specialist	$143	$145
Corporate Project Management/Technical Oversight		
Principal	$263	$252
Director/PhD	$263	$252

TABLE B-2 PASS THROUGH COSTS

Type	Costs Effective Sept. 1, 2021 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	$10/hour	$10/hour
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	$8.00/hour	$9.00/hour
Microstation Drafting Equipment	$8.00/hour	$9.00/hour
HP Design Ject Monochrome Plots	$5.00 each	$5.00 each
HP Design Jet Color Plots	$10.00 each	$10.00 each
LD3 Modeling	$8.00/hour	$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	$6.00 each	$6.00 each
Large Format Copies		
C, D Size	$2.35 each	$2.35 each
E Size	$2.60 each	$2.60 each
F Size	$2.75 each	$2.75 each
Larger Sizes	$ .25/sq. ft.	$ .25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	$30.00/hour	$30.00/hour
Load Flow/Stability (PSLF/PSSE)	$40.00/hour	$40.00/hour
ASPEN	$30.00/hour	$30.00/hour
STRUDL/Structural Software	$40.00/hour	$40.00/hour
GIS Mapping Software	$ 8.00/hour	$ 8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour	$20.00/hour
CDEGS (Grounding)	$50.00/hour	$50.00/hour
SKM	$25.00/hour	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour	$10.00/hour

CYMCAP	$40.00/hour	$40.00/hour
ETAP	$20.00/hour	$20.00/hour
PSCAD/EMT	$40.00/hour	$40.00/hour
PTI - Power System Analysis	$40.00/hour	$40.00/hour
T-Flash	$40.00/hour	$40.00/hour
Survey Equipment/Software:		
Cyclone Software	$30.00/hour	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour	$20.00/hour
Theodolite, Total Station	$11.00/hour	$11.00/hour
Robotic Total Station	$15.00/hour	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour	$30.00/hour
Staking Supplies	$10.00/line-mile	$10.00/line-mile
Testing Equipment:		
5 kV Megger	$60.00/day $200/week	$60.00/day $200/week
Phase Angle Meter	$50/day, $200/week	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week	$125/day, $420/week
Transformer Turns Radio Test Set	$ 75/day, $300/week	$ 75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week	$100/day, $400/week
Power Quality Analyzer	$ 75/day, $150/week	$ 75/day, $150/week
Hi_Potential Test Set	$120/day, $300/week	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble MS400 Seep Frequency	$1,000/day	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week	$500/day, $2,000/week
CGPR (ground penetrating radar	$1,000/day	$1,000/day
HD 3-D Laser Scanner	$600/day	$600/day
Dranetz 800 Analyzer	$500/day	$500/day
Fluke 435 Meter	$1,000/month	$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

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

REPORT TO COUNCIL

SUBJECT

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

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

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

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

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

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

When the agreements were approved on October 13, 2020, the total maximum compensation for the

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

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

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

DISCUSSION

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

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

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

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

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

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

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

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

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

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

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

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

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated September 16, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

C. The Parties amended the Agreement (Amendment No. 1) on May 26, 2023, for the Contractor to extend the term and increase the maximum compensation due to additional service needs; and

D. The Parties now wish to amend the Agreement to update the authorization of work process and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

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

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

   Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

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

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is Twenty-One Million and Six Hundred and Sixty Thousand Dollars Dollars ($21,660,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

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

4. Exhibit E – Sample Work Authorization is hereby attached and incorporated into the Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 12/11/23

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

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 11/29/2023
By (Signature): Digitally signed by David R. Maehl, P.E. Date: 2023.11.29 08:04:24-07'00'
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-3341

"CONTRACTOR"

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND ELECTRICAL CONSULTANTS, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED DECEMBER 1, 2023

1. The Contractor shall perform plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation and project management services including, but not limited to:
   - 1.1. Act as project manager for the activities such as, but not limited to:
     - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations;
     - 1.1.2. Land acquisition;
     - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate;
     - 1.1.4. Bid support;
     - 1.1.5. Construction support; and
     - 1.1.6. Record drawings and project closeout.
   - 1.2. Perform system planning for electric utility distribution and transmission systems.
   - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
   - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
   - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
   - 1.8. Assess existing design standards and recommend revisions or new standards.
   - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.10. Provide drafting support as needed.

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

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

2. WORK AUTHORIZATION PROCESS

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

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

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

2.4. Work Request

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

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

2.5. Proposal

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

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

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

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

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

2.6.1.5. Any required drawings or documents.

2.6.1.6. A list of City responsibilities.

2.6.1.7. An itemized cost proposal showing:

2.6.1.7.1. Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

2.6.1.7.2. Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

2.6.1.7.3. Parts/materials

2.6.1.7.4. Rental and/or specialty equipment

2.6.1.7.5. Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

2.6.1.7.6. Any additional costs including, but not limited to freight, permits, fees.

2.6.1.7.7. Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

2.6.1.7.8. Estimated total cost including sales tax.

2.6.1.7.9. All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

2.6.1.7.10. Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in

the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

2.6.2. The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

2.7. Work Authorization:

2.7.1. If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

2.7.2. To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

2.7.3. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

2.7.4. Each Approved Work Authorization shall have a Purchase Order attached to it.

2.7.5. Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.

2.7.6. Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

2.8. Changes to Work Authorization:

2.8.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

2.8.2. Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

2.8.3. In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed purchase order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

2.8.4. Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase order or changed Purchase order.

2.9. Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

2.10. An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

2.11. Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 2 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

2.12. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

2.13. The City (through the individuals listed in Section 2.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

2.14. Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

2.15. SVP shall not be required to pay a deposit or any other form of pre- payment prior to the Contractor beginning work.

2.16. Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.2. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

3.3. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

3.5. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.6. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

3.7. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.8. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

3.8.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

3.8.5. Requests for Information (RFI's);

3.8.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

3.8.7. Pay Applications;

3.8.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;

3.8.9. Pre-Task Plans (PTPs);

3.8.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;

3.8.11. Quality Control (QC) Documentation;

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

3.8.13. Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and [Enter Contractor's Name] ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 2 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.
*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

23-737 **Agenda Date: 7/18/2023**

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed $850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed $3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed $2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the

ten (10) master agreements was authorized with an aggregate maximum compensation of $25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from $3 million to $11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to $33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of $50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified $300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from $850,000 to $1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly $500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the $500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of $30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread $80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions and do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to $1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of $30 million for a new aggregate maximum compensation of $80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with; (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

AMENDMENT NO. 3
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated September 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated May 26, 2023, and Amendment No. 2, dated December 11, 2023, The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to 3 to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Tabe B-1 – Hourly Rates of Exhibit B of the Agreement as Amended is hereby deleted in its entirely and replaced with the attached Table B-1 "Hourly Rates - Amend May 1, 2024, which is hereby incorporated into this Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 6/12/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
A MONTANA CORPORATION

Dated: 6/4/2024
By (Signature): David R Maehl
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-3341

"CONTRACTOR"

TABLE B-1 HOURLY RATES
AMENDED MAY 1, 2024

Category/Position	Hourly Rate Sept. 1, 2021 to March 31, 2023	Hourly Rate April 1, 2023 to April 30, 2024	Hourly Rate Effective May 1, 2024
Engineering/Management			
Senior Project Manager II	$251	$248	$256
Senior Project Manager I	$208	$210	$221
Project Manager II	$185	$188	$198
Project Manager I	$165	$169	$179
Environmental Project Manager II			$174
Environmental Project Manager I			$142
Senior Engineer II	$209	$211	$222
Senior Engineer I	$178	$181	$191
Senior Project Supervisor	$174	$175	$184
Project Supervisor	$131	$135	$142
Project Engineer II	$151	$154	$162
Project Engineer I	$143	$145	$153
Associate Engineer II	$147	$149	$157
Associate Engineer I	$141	$143	$151
Design Engineer III	$124	$127	$134
Design Engineer II	$116	$119	$125
Design Engineer I	$109	$110	$116
Engineering Intern			$87
Senior Designer II	$155	$152	$161
Senior Designer I	$139	$141	$149
Designer III	$121	$124	$131
Designer II	$107	$109	$115
Designer I	$90	$92	$97
Program Management/Support Staff			
Project Controls Coordinator	$190	$195	$205
Project Controls Specialist III	$148	$149	$157
Project Controls Specialist II	$115	$119	$125
Project Controls Specialist I	$98	$101	$105
Senior Drafter II	$107	$108	$114
Senior Drafter I	$103	$106	$112
Drafter III	$93	$95	$100
Drafter II	$90	$92	$97
Drafter I	$79	$82	$87
Administrative Executive	$122	$122	$129
Administrative Assistant	$82	$74	$75

Category/Position	Hourly Rate Sept. 1, 2021 to March 31, 2023	Hourly Rate April 1, 2023 to April 30, 2024	Hourly Rate Effective May 1, 2024
Survey/Real Estate			
Senior Surveyor	$158	$162	$171
Surveyor II	$129	$133	$140
Surveyor I	$110	$109	$114
Survey Technician II	$90	$92	$98
Survey Technician I	$70	$69	$72
Senior Real Estate Specialist	$152	$153	$161
Real Estate Specialist II	$132	$130	$137
Real Estate Specialist I	$89	$88	$93
Construction/Field Testing			
Senior P&C Technician	$209	$211	$216
P&C Technician	$145	$146	$155
Construction Project Manager	$206	$201	$212
Field Construction Manager	$195	$196	$206
Technician III/Inspector III	$144	$145	$153
Technician II/Inspector II	$123	$126	$133
Technician I/Inspector I	$81	$84	$89
Safety Specialist	$143	$145	$153
Corporate Project Management/Technical Oversight			
Principal	$263	$252	$260
Director/PhD	$263	$252	$260

Ebix Insurance No. S200001751

AMENDMENT NO. 4
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California and Electrical Consultants, Inc." dated September 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated May 26, 2023, Amendment No. 2, dated December 11, 2023, and Amendment No. 3, dated June 12, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the total maximum compensation and update the travel and per-diem.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is Twenty-Two Million Six Hundred Sixty-Six Thousand Dollars ($22,660,000), subject to budget appropriations, which includes all payments that may be authorized for Services

and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Section 3.3.3 of Exhibit B to the Agreement as Amended is hereby amended to read as follows:

   "Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost, with receipts provided for any expenses. Unless approved in writing (e-mail acceptable) in advance, airfare and rental car, if required, shall be at economy class."

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

(Signature on following page)

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 8/1/2024

Daniel Ballin
Daniel Ballin (Jul 29, 2024 17:12 PDT)

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 7/24/2024
By (Signature): Digitally signed by David R. Maehl, P.E. Date: 2024.07.24 16:50:13-06'00'
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billing, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-3341

"CONTRACTOR"

AMENDMENT NO. 5
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated September 16, 2021, (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated May 26, 2023, Amendment No. 2 dated December 11, 2023, and Amendment No. 3 dated June 12, 2024, and Amendment No. 4 dated August 1, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is Twenty-Six Million Dollars ($26,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies,

materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Table B-1 – Hourly Rates of Exhibit B of the Agreement as Amended is hereby deleted in its entirety and replaced with the attached Table B-1 "Hourly Rates – Amended May 1, 2025, which is hereby incorporated into this Agreement as Amended.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No.5, the provisions of this Amendment No. 5 shall control.

(Signatures on page 3)

The effective date of this Amendment No. 5 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 6/11/25

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 5/8/2025

By (Signature): Digitally signed by David R. Maehl, P.E. Date: 2025.05.08 07:48:51-06'00'
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billing, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933

"CONTRACTOR"

TABLE B-1 HOURLY RATES
AMENDED MAY 1, 2025

Category/Position	Hourly Rate Sept. 1, 2021 to March 31, 2023	Hourly Rate April 1, 2023 to April 30, 2024	Hourly Rate Effective May 1, 2024	Hourly Rates Effective May 1, 2025
Engineering/Management				
Senior Project Manager II	$251	$248	$256	$277
Senior Project Manager I	$208	$210	$221	$246
Project Manager II	$185	$188	$198	$218
Project Manager I	$165	$169	$179	$198
Environmental Project Manager II			$174	$202
Environmental Project Manager I			$142	$164
Senior Engineer II	$209	$211	$222	$248
Senior Engineer I	$178	$181	$191	$213
Senior Project Supervisor	$174	$175	$184	$204
Project Supervisor	$131	$135	$142	$158
Project Engineer II	$151	$154	$162	$180
Project Engineer I	$143	$145	$153	$171
Associate Engineer II	$147	$149	$157	$177
Associate Engineer I	$141	$143	$151	$167
Design Engineer III	$124	$127	$134	$149
Design Engineer II	$116	$119	$125	$138
Design Engineer I	$109	$110	$116	$130
Engineering Intern			$87	$93
Senior Designer II	$155	$152	$161	$177
Senior Designer I	$139	$141	$149	$166
Designer III	$121	$124	$131	$146
Designer II	$107	$109	$115	$127
Designer I	$90	$92	$97	$108
Program Management/Support Staff				
Project Controls Coordinator	$190	$195	$205	$226
Project Controls Specialist III	$148	$149	$157	$175
Project Controls Specialist II	$115	$119	$125	$137
Project Controls Specialist I	$98	$101	$105	$114
Senior Drafter II	$107	$108	$114	$126
Senior Drafter I	$103	$106	$112	$121
Drafter III	$93	$95	$100	$111
Drafter II	$90	$92	$97	$108
Drafter I	$79	$82	$87	$95
Administrative Executive	$122	$122	$129	$142
Administrative Assistant	$82	$74	$75	$82
Survey/Real Estate				
Senior Surveyor	$158	$162	$171	$190

Surveyor II	$129	$133	$140	$154
Surveyor I	$110	$109	$114	$129
Survey Technician II	$90	$92	$98	$109
Survey Technician I	$70	$69	$72	$81
Senior Real Estate Specialist	$152	$153	$161	$180
Real Estate Specialist II	$132	$130	$137	$152
Real Estate Specialist I	$89	$88	$93	$101
Construction/Field Testing				
Senior P&C Technician	$209	$211	$216	$237
P&C Technician	$145	$146	$155	$174
Construction Project Manager	$206	$201	$212	$237
Field Construction Manager	$195	$196	$206	$228
Technician III/Inspector III	$144	$145	$153	$169
Technician II/Inspector II	$123	$126	$133	$146
Technician I/Inspector I	$81	$84	$89	$97
Safety Specialist	$143	$145	$153	$172
Corporate Project Management/Technical Oversight				
Principal	$263	$252	$260	$284
Director/PhD	$263	$252	$260	$284

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Ebix Insurance No. S200001751

AMENDMENT NO. 6
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 6") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Electrical Consultants, Inc., dated September 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP);

B. The Agreement was previously amended by Amendment No. 1, dated May 26, 2023, Amendment No. 2 dated December 11, 2023, Amendment No. 3 dated June 12, 2024, Amendment No. 4 dated august 1, 2024, Amendment No. 5 dated June 11, 2025, and is again amended by this Amendment No. 6. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the total compensation and update reimbursable allowances.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is Thirty-Four Million Dollars ($34,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies,

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materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

2. Section 3.3.1 of Exhibit B, "Compensation and Fee Schedule Amended May 1, 2023", is hereby amended to read as follows.

   "Unless approved in writing (e-mail acceptable) in advance, reimbursement meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources.

   Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate.

   Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement.

   Housing Allowance in Lieu of Meal and Lodging Per Diem: Effective September 1, 2025, Consultants who are required to stay at the project site for more than ten (10) business days may elect to receive a housing allowance in lieu of the standard meal and lodging per diem. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written work authorization from the City is required. Upon such authorization, the City shall reimburse Consultant at a daily rate equal to the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of both hotel lodging costs and meal per diem. Consultant shall certify that no other lodging or meal reimbursements are being claimed for the same period. Receipts are not required for Consultant electing this housing option."

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 6, the provisions of this Amendment No. 6 shall control.

The effective date of this Amendment No. 6 is the date of City's execution of this amendment.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 6 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FCB1448...
GLEN R. GOOGINS
City Attorney

Dated: 2/27/2026 | 5:54 PM PST

DocuSigned by:
Jovan D. Grogan
5EA088DEDSC343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 2/12/2026 | 2:03 PM PST

By (Signature): Signed by: David R. Maehl 32512D7E35F8475...
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, MT 59102
Email Address: dave.maehl@eciusa.com
Telephone: (406) 259-9333
Fax: N/A

"CONTRACTOR"

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION
1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT
1. Agreement for Design Professional Services

EBIX Insurance No. S200001751

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 30, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eight hundred and fifty thousand dollars ($850,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MPineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102

and by e-mail at Robert.hurtig@eciusa.com

With copy to:

Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attn: General Counsel

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 10/21/2020

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 10/15/2020
By (Signature): David R Maehl
Name: David R. Maehl
Title: Vice President-Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, MT 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-1164

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Contractor Scope

The Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

The System Expansion Plan shall include a minimum of the following items:

A. Provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to its system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans – constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements and construction scope. Provide guidance on establishing proper maintenance of proposed new assets and technology.

B. The Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.

C. Provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.

D. Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders.

E. Assess SVP's submission to the CAISO's Transmission Planning Process (TPP) to insure that PG&E Bulk Electric System (BES) projects have been identified

and are on schedule to meet SVPs load growth, in addition to assessing SVP's Transmission Planning process to meet CAISO, WECC, and TPL-001-5.

F. Assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR).

G. Assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability.

H. Assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure.

I. Review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Assess the potential problems if actual loads differ significantly.

J. Assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it.

K. Assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses.

L. Assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors.

M. A report on each of the standards and guidelines listed below to include an assessment of their adequacy, any noted deficiencies, suggested changes that can be immediately incorporated into them, and if deemed necessary, a recommended plan to bring each one up to relevant industry standards and current practices, including mitigation of arc-flash hazards. The absence of any standards and guidelines that a utility the size of SVP should have shall be noted and recommendations made on how to best produce them.

    1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.

    2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.

    3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

4. Material and equipment standards and specifications.

5. Economic evaluation criteria and methods for determination of return on investment.

N. Identify the opportunities to utilize the enabling technology resulting from SVP's AMI and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty year planning period.

O. Assess the current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity, and make recommendations for improvements.

P. Review current engineering, operations and electric system key performance indicators in use and make recommendations regarding the adequacy and validity of each one, and additions and deletions to the list.

Q. Assess the adequacy of existing vegetation management programs and standards, and make recommendations for improvements.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

Deliverables for Items A and B are due five (5) months after execution of Agreement and the remaining deliverable items are due fourteen (14) months after execution of Agreement.

SVP Scope

To assist the consultant in performing the work, SVP shall provide the following:

A. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required.

B. Full access to any and all existing plans and records relevant to the performance of the contract.

C. Complete ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.

D. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.

E. Complete transmission system database in GE PSLF, DEW, and Aspen.

F. Available system inspection and maintenance information.

G. Past system evaluations and annual system reports.

H. System load forecast and Capital Improvement Plans.

I. Latest Integrated Resource Plan.

J. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).

K. Incremental generation and purchased power costs.

L. Current electric rates and Rules and Regulations.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract, Table 1 provides a breakdown of the tasks within this agreement (Detail in Exhibit A) and their respective not-to-exceed amounts.

Table 1: Tasks and Associated Not-to-Exceed Budget

Exhibit A Section	Task Description	Not-to-Exceed Budget
A	Provide a detailed 3-year development plan of SVP's electric system expansion	$173,683
B	Provide the basis for updating the Load Development Fee	$17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	$28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	$25,405
F	Assess SVP's CEC load forecast submittals	$17,029
G	Assess the impact of increased future distributed generation and load	$30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacements	$26,981
I	Review current system, substation, and feeder load projections for reasonableness	$18,385
J	Assess system reliability and provide cost/benefit analysis	$18,413
K	Assess system losses and provide cost/benefit analysis	$11,581
L	Assess the future reactive power requirements/need for power factor improvement	$17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	$79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	$28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	$59,613
P	Review current engineering, operations and electric system key performance indicators	$22,053
Q	Assess the adequacy of existing vegetation management programs and standards	$12,509
	Associated Engineering Services	$139,913
	TOTAL	$850,000

"Engineering with Distinction"

ELECTRICAL CONSULTANTS, INC.

CORPORATE OFFICE: 3521 GABEL ROAD, BILLINGS, MONTANA 59102 • PHONE: 406-259-9933 • FAX: 406-259-1164

RATE SCHEDULE

Category/Position	Hourly Rate
Engineering / Management	
Senior Project Manager II	$221
Senior Project Manager 1	$182
Project Manager II	$163
Project Manager I	$145
Senior Engineer II	$183
Senior Engineer I	$156
Senior Project Supervisor	$152
Project Supervisor	$115
Project Engineer II	$132
Project Engineer I	$125
Associate Engineer II	$129
Associate Engineer I	$123
Design Engineer III	$109
Design Engineer II	$101
Design Engineer I	$95
Senior Designer II	$136
Senior Designer I	$121
Designer III	$106
Designer II	$94
Designer I	$79
Program Management / Support Staff	
Project Controls Coordinator	$167
Project Controls Specialist III	$129
Project Controls Specialist II	$101
Project Controls Specialist I	$86
Senior Drafter II	$94
Senior Drafter I	$91
Drafter III	$81
Drafter II	$79
Drafter I	$69
Administrative – Executive	$110
Administrative Assistant	$74

OFFICE LOCATIONS NATIONWIDE

• BILLINGS, MONTANA – (406) 259-9933
• SALT LAKE CITY, UTAH – (801) 292-9954
• MADISON, WISCONSIN – (608) 240-9933
• PHOENIX, ARIZONA – (602) 997-9933
• PORTLAND, OREGON – (503) 747-2235
• SAN DIEGO, CALIFORNIA – (619) 398-9370
• MANKATO, MINNESOTA – (507) 388-9933
• TUCSON, ARIZONA – (520) 219-9933
• DENVER, COLORADO – (720) 536-8261
• TULSA, OKLAHOMA – (918) 296-7911
• CRANFORD, NEW JERSEY – (908) 967-6363
• ORLANDO, FLORIDA – (407) 960-1796

Survey / Real Estate

Senior Surveyor	$139
Surveyor II	$113
Surveyor I	$97
Survey Technician II	$79
Survey Technician I	$61
Senior Real Estate Specialist	$133
Real Estate Specialist II	$116
Real Estate Specialist I	$78

Corporate Project Management / Technical Oversight

Principal	$229
Director/PhD	$231

Electrical Consultants, Inc.

Chargeable Expenses

Project Expenses:	
Airline & Charter Aircraft	Actual Cost
Rental Vehicles	Actual Cost
Standard & Four-Wheel Drive	Federal Allowable Rate
All Terrain Vehicles	$10.00/hour
Meals	Actual Cost
Lodging	Actual Cost
Parking	Actual Cost
Long Distance & Telephone Charges	Actual Cost
CADD Software/Plotting:	
AutoCAD Drafting Equipment	$8.00/hour
Microstation Drafting Equipment	$8.00/hour
HP Design Jet Monochrome Plots	$5.00 each
HP Design Jet Color Plots	$10.00 each
LD3 Modeling	$8.00/hour
Prints and Copies:	
Arc Flash Labels	$6.00 each
Large Format Copies:	
C, D Size	$2.35 each
E Size	$2.60 each
F Size	$2.75 each
Larger Sizes	25¢/sq. ft.
Engineering Software:	
Radial Voltage Drop – SynerGEE & Milsoft	$30.00/hour
Load Flow / Stability (PSLF/PSSE)	$40.00/hour
ASPEN	$30.00/hour
STRUDL/Structural Software	$40.00/hour
GIS Mapping Software	$8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour
CDEGS (Grounding)	$50.00/hour
SKM	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour
CYMCAP	$40.00/hour
ETAP	$20.00/hour
PSCAD/EMT	$40.00/hour
PTI – Power System Analysis	$40.00/hour
T-Flash	$40.00/hour
Survey Equipment/Software:	
Cyclone Software	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour
Theodolite, Total Station	$11.00/hour
Robotic Total Station	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour
Staking Supplies	$10.00/line-mile

Testing Equipment:

5 kV Megger	$60/day, $200/week
Phase Angle Meter	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week
Transformer Turns Ratio Test Set	$75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week
Power Quality Analyzer	$75/day, $150/week
Hi-Potential Test Set	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week
Doble M5400 Seep Frequency	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week
GPR (ground penetrating radar)	$1,000/day
HD 3-D Laser Scanner	$600/day
Dranetz 8000 Analyzer	$500/day
Fluke 435 Meter	$1,000/month
Other equipment (Load Banks, Meter Standard, etc.)	Job Quote

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

21-1045 **Agenda Date: 12/14/2021**

REPORT TO COUNCIL

SUBJECT
Action on Amendment No. 1 to the Agreement for Design Professional Services with Electrical Consultants Inc.

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), has provided dependable electric service for 125 years. SVP's current peak load is about 600 MW and provides nearly 4,110 Gigawatt-hours (GWh) a year to SVP's customers. Currently, eight additional projects have received entitlements with the City of Santa Clara which represents an increase of 618 MW. There is an additional 114 MW of planned Commercial and Residential development. This represents 732 MW of expansion over the next ten years. In addition, new developments have made initial requests for more than 400 MW of new load. Based on SVP's experience with how new load develops, SVP is preparing for its system peak load to double over the next 10 years and increase the number of substations from twenty-three (23) to up to thirty-three (33) by 2026.

On October 13, 2020, City Council authorized the City Manager to execute an agreement with Electrical Consultants Inc. (ECI) for a System Expansion Plan. A System Expansion Plan consists of a short-term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects).

On September 28, 2021, staff presented the Three-Year System Growth Strategy Plan (Three Year Plan) which was prepared by ECI for SVP and includes an analysis of SVP's transmission system. The purpose of the study is to identify near-term and long-term improvements for SVP to consider in order to maintain electric service reliability with consideration of significant load growth. The Three-Year Growth Strategy is intended to be a living document and will be reviewed and changed in the future to adapt for a number of factors including load ramp, project feasibility, delivery capacity, shifting needs, priorities, and finances.

DISCUSSION
The Three-Year Plan was the most significant of the tasks to be performed by ECI. ECI has a number of additional tasks outstanding including development of a twenty-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load. The focus of the twenty-year development plan is building a foundation for SVP to meet future load growth over the next twenty years while maintaining electric system reliability.

The current Agreement expires on December 31, 2021. Staff anticipated completing the System Expansion Plan within the fourteenth month term of the agreement, but due to a large number of development activities occurring that impacted the system expansion plan, only the three-year plan was completed. Staff recommends extending the term of the Agreement by two additional years, with the amended term ending on December 31, 2023. ECI has confirmed that rates will not increase and anticipates completing all tasks within the budget of the agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Funding for the agreement with ECI was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

Appropriations needed in future years will be requested as part of the regular biennial budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Electrical Consultants Inc to extend the term of the Agreement by two years, ending on December 31, 2023, with no change in the maximum compensation;
2. Authorize the City Manager to make minor changes to the attached Amendment subject to approval of the City Attorney as to form; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements subject to request and justification by contractor, approval by the City, and the appropriation of funds and extend the term, if necessary, for a total term not to exceed five years.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Original Agreement for Design Professional Services
2. Proposed Amendment No. 1

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Ebix Insurance No. S200001751

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services" dated October 21, 2020;

B. The Parties entered into the Agreement for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and

C. The City has identified proposed development projects that require additional work and revisions to tasks currently underway, therefore, the Parties now wish to amend the Agreement to extend the term of the Agreement until December 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Paragraph 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020 and terminate on December 31, 2023.

2. Exhibit B to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule Amended December 14, 2021.

3. Exhibit D – Digital Data Protocol is hereby added and incorporated by reference.

4. Exhibit E – Labor Compliance Addendum is hereby added and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 12/16/2021

for DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 12-6-2021
By (Signature):
Name: DAVID R. MAEHL
Title: Vice President Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933
Fax: (406) 259-1164

"CONTRACTOR"

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
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ELECTRICAL CONSULTANTS, INC.

EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED DECEMBER 15, 2021

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed eight hundred fifty thousand dollars ($850,000.00), subject to budget appropriations.
2. Services shall be provided according to the rates in Exhibit B-1 - Time and Materials Hourly Rate Schedule attached and incorporated by reference.
3. Authorization of work:

   3.1. Exhibit B-2 Tasks, attached and incorporated by reference, details the specific tasks to be performed under this Agreement. Tasks shall be performed in the hourly rates specified in Exhibit B-1 Rate Schedule.

   Subject to written approval of the City, Contractor may transition costs between categories in Exhibit B-1 only to the extent that these transitions leave sufficient funding to complete each task.

   3.2. For any Associated Engineering Services (work that is not specified in Exhibit B-1 – Tasks Items A – Q), Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. In the event of a City request for Associated Engineering Services:

      3.2.1. Contractor shall issue a quote or task order for each project requested by the City and that quote or task order shall be included in the purchase order.

      3.2.2. All services included in the quote or task order shall be provided at the rates included in this Agreement and are subject to the terms of this Agreement.

      3.2.3. In the event of any inconsistency between a task order and quote and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

      3.2.4. City shall review the quote or task order and, if there are no questions or issues, City shall issue a PO to authorize that set of work.

3.2.5. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the estimate without executed amendment to this Agreement or receipt of Purchase Order authorizing work.

3.2.6. No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized. All work performed, materials, or other expenses provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances.

3.2.7. Contractor shall not initiate any Project Assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

4. Reimbursable/Pass Through Costs

4.1. Pass Through Costs: In some cases, Contractor may pass-through costs such as, but not limited to: travel subcontracted activities or materials. Such Pass-Through Costs shall be included in the quote for Additional Services.

4.2. When these Pass-Through Costs occur, Contractor will Invoice City for these costs without markup.

4.3. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

4.4. Reimbursement of expenses is subject to the following conditions.

4.4.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

4.4.2. Travel-related expense (mileage, lodging, meals, etc.).

4.4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by the United States General Service Administration (GSA).

https:/www.gsa.gov/travel-resources

4.4.2.2. The City shall not reimburse local travel (within Santa Clara County).

4.4.3. All reimbursable expenses shall be included in the Maximum Compensation

5. Payment Provisions

5.1. Monthly Invoices. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of time and materials spent on a services included in this Agreement for the preceding month with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

5.2. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

5.3. Upon receipt of an approved itemized written invoice from Contractor including submittal of certified payroll using LCP Tracker where applicable, City shall process Contractor's invoice for services performed and authorized costs incurred during that billing period.

AMENDMENT NO. 1
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EXHIBIT B-2 – RATE SCHEDULE

Engineering / Management

Senior Project Manager II	$221
Senior Project Manager 1	$182
Project Manager II	$163
Project Manager!	$145
Senior Engineer II	$183
Senior Engineer I	$156
Senior Project Supervisor	$152
Project Supervisor	$115
Project Engineer II	$132
Project Engineer I	$125
Associate Engineer II	$129
Associate Engineer I	$123
Design Engineer III	$109
Design Engineer II	$101
Design Engineer I	$ 95
Senior Designer II	$136
Senior Designer I	$121
Designer III	$106
Designer II	$94
Designer I	$79

Program Management / Support Staff

Project Controls Coordinator	$167
Project Controls Specialist III	$129
Project Controls Specialist II	$101
Project Controls Specialist I	$86
Senior Drafter II	$94
Senior Drafter I	$91
Drafter III	$81
Drafter II	$79
Drafter!	$69
Administrative -Executive	$110
Administrative Assistant	$74

Survey / Real Estate

Senior Surveyor	$139
Surveyor II	$113
Surveyor I	$97
Survey Technician II	$79
Survey Technician I	$61
Senior Real Estate Specialist	$133
Real Estate Specialist II	$116
Real Estate Specialist I	$78

Corporate Project Management / Technical Oversight

Principal	$229
Director/PhD	$231

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EXHIBIT B-2 – TASKS
AMENDED DECEMBER 15, 2021

Exhibit A Section	Task Description	Not to Exceed Budget
A	Provide a Detailed 3-year development plan for SVP's electric system expansion	$173,683
B	Provide the basis for updating the Load Development Fee	$ 17,893
C	Provide a high level 20-year development plan of SVP's electric system expansion	$121,773
D	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations	$ 28,839
E	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)	$ 25,405
F	Assess SVP's CEC load forecast submittals	$ 17,029
G	Assess the impact of increased future distributed generation and load	$ 30,965
H	Assess the condition of the electric system and recommend maintenance and capital replacement	$ 26,981
I	Review current system, substation, and feeder load projections for reasonableness	$ 18,385
J	Assess system reliability and provide cost/benefit analysis	$ 18,413
K	Assess system losses and provide cost/benefit analysis	$ 11,581
L	Assess the future reactive power requirements/need for power factor improvements	$ 17,309
M	A report on each of the standards and guidelines listed and include an assessment of their adequacy	$ 79,439
N	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment	$ 28,217
O	Assess the current emergency response plans, system restoration capabilities, energy control center	$ 59,613
P	Review current engineering, operations and electric system key performance indicators	$ 22,053
Q	Assess the adequacy of existing vegetation management programs and standards	$ 12,509
	Associated Engineering Services	$139,913
	TOTAL	$850,000

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EXHIBIT D – DIGITAL DATA PROTOCOL

1. Description of Requirements

   1.1. Unless otherwise specified by City, the Contractor shall utilize e-Builder for submission of data and documents throughout the duration of the Agreement.

   1.2. e-Builder is a web-based construction management application hosted by e-Builder. It shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

2. License and Training

   2.1. The City will establish the Contractor's access to e-Builder by providing up to three licenses to Contractor personnel at City's cost. At the City's sole discretion, further licenses may be provided but, if the City incurs a cost for such additional licenses, those costs shall be paid for by the Contractor.

   2.2. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3. Use of e-Builder

   3.1. The contractor and users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder Online User Guide.

   3.2. Contractor shall assure that staff (including staff of sub-contractor) will have regular access to a personal computing device with minimum specifications as updated at the following link: www.e-builder.net

   3.3. Contractor staff are responsible for visiting the Project web site on a daily basis, and as necessary to: be kept fully appraised of Project developments, view correspondence and assigned tasks and review other matters that transpire on the site.

   3.4. Contractor shall ensure that all supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and

instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder EnterpriseTM.

3.5. All Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

4. Connectivity

4.1. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet.

4.2. The Contractor is responsible for its own connectivity to the Internet. e-Builder response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet.

4.3. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information.

4.4. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site.

4.5. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

5. Ownership of Data

Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

6. Documents

6.1. The Contractor is responsible for managing, tracking, and documenting activities to comply with the requirements of the Agreement.

6.2. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

6.3. All project documents shall be processed and distributed digitally over the internet.

6.4. While regular email will still be used for communication, e-Builder shall be utilized as much as possible in connection with all document and information management required by these Contract Documents.

6.5. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

6.6. Documents and information to be submitted electronically include, but are not limited to:

6.6.1. Correspondence including letters and e-mails;

6.6.2. Meeting Minutes;

6.6.3. Contract

6.6.4. Change Order and Potential Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

6.6.5. Invoices and Monthly Payment Requests;

6.6.6. Submittals and shop drawings

6.6.7. Requests for Information (RFI) and submittals

6.6.8. Official reports, such as Commissioning reports;

7. Archive Copies

Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the any Contractor system for the duration of the Project. Such shall be available to City and authorities with jurisdiction (including funding agencies or representatives) on demand.

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EXHIBIT E – LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request.

The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City

Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

23-737 **Agenda Date: 7/18/2023**

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed $850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed $3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed $2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the

ten (10) master agreements was authorized with an aggregate maximum compensation of $25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from $3 million to $11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to $33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of $50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified $300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from $850,000 to $1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly $500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the $500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of $30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread $80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions and do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to $1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of $30 million for a new aggregate maximum compensation of $80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with; (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services" dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the agreement to extend the Term and to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Paragraph 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows: "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020, and terminate on December 31, 2025."

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "COMPENSATION AND FEE SCHEDULE." The Maximum Compensation of this Agreement is one million five hundred thousand dollars ($1,500,000), subject to budget appropriations, which includes all payments for the Services and expenses, supplies, materials and equipment required to perform the Services. All Services performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement.

Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

3. Exhibit A Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended September 1, 2023.
4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended September 1, 2023
5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No.2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Oct 12, 2023 12:27 PDT)
GLEN R. GOOGINS
City Attorney

Dated: 10/12/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 09/29/2023
By (Signature): David R Maehl
Name: David R. Maehl
Title: Vice President Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, Montana 59102
Email Address: Dave.maehl@eciusa.com
Telephone: (406) 259-9933

"CONTRACTOR"

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND ELECTRICAL CONSULTANTS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED SEPTEMBER 1, 2023

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. Contractor Scope

1.1. Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

1.2. The System Expansion Plan shall include a minimum of the following items:

1.2.1. Contractor shall provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to SVP's system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Working with SVP, Contractor will prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans - constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements, and construction scope. Contractor will provide guidance on establishing proper maintenance of proposed new assets and technology. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.2. Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development.

1.2.3. Contractor shall provide a high level 20-year development plan of SVP's electric system expansion to meet high, medium, and low load trajectory scenarios for future load growth. The focus will be on building a footprint for SVP to meet future load growth over the next 20 years while maintaining electric system reliability.

1.2.4. Working with SVP, Contractor will recommend the ultimate

need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.5. Contractor shall assess SVP's submission to the California Independent System Operator's (CAISO)Transmission Planning Process (TPP) to ensure that PG&E Bulk Electric System (BES) projects have been identified and are on schedule to meet SVPs load growth. In addition, Contractor shall assess SVP's Transmission Planning process to meet CAISO, Western Electricity Coordinating Council (WECC), and TPL-001-5. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.6. Contractor shall assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR). Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.7. Contractor shall assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.8. Contractor shall assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.9. Contractor shall review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Contractor shall assess the potential problems if actual loads differ significantly from projected loads. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.10. Contractor shall assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.11. Contractor shall assess system losses and provide cost/benefit

analysis for recommendations on ways to reduce system losses.

1.2.12. Contractor shall assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.13. Contractor shall prepare a report on each of the standards and guidelines listed below including (1) an assessment of the adequacy of the standards and guidelines, (2) note any deficiencies, (3) recommend changes that can be immediately incorporated into guidelines and standards, and (4) if deemed necessary, a recommended plan to bring each guideline or standard up to relevant industry standards and current practices, including mitigation of arc-flash hazards. Additionally, Contractor shall address the absence of any standards and guidelines that a utility the size of SVP should have and provide recommendations made on how to best produce those standards and guidelines.

1.2.13.1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.

1.2.13.2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.

1.2.13.3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

1.2.13.4. Material and equipment standards and specifications.

1.2.13.5. Economic evaluation criteria and methods for determination of return on investment.

1.2.14. Contractor shall identify the opportunities to utilize the enabling technology resulting from SVP's Advanced Metering Infrastructure (AMI) and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty-year planning periods.

1.2.15. Contractor shall assess and make recommendations for improvements to SVP's current emergency response plans,

system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity.

1.2.16. Contractor shall review current engineering, operations and electric system Key Performance Indicators (KPIs) in use and make recommendations regarding the adequacy and validity of the KPI's. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.17. Contractor shall assess the adequacy of existing vegetation management programs and standards and make recommendations for improvements.

1.2.18. Contractor shall perform associated engineering and consulting support.. Tasks shall include CAISO application support for BESS integration as well as KRS / SRS short circuit study. Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.19. Contractor shall perform review of Main Power Transformer Specifications through its subconsultant, Mr. Pierre Feghali, P.E.

1.2.20. Contractor shall support the TPP 23/24 Study including: Contractor completed these Services prior to the effective date of Amendment No. 2.

1.2.20.1 Load Flow Analysis

1.2.20.2 Report Preparation

1.2.20.3 Weekly Meetings

1.2.21. Contractor shall support the System Expansion Plan for TPP 24/25 Study including:

1.2.21.1 Load Flow Analysis

1.2.21.2 Report Preparation

1.2.21.3 Weekly Meetings

1.2.22 Contractor shall draft Department of Energy (DOE) application for Smart Wires Project / Owner's Engineer and provide application support.

1.2.23 Contractor shall provide Geomagnetic Disturbance (GMD) Study support to PowerWorld. This includes interface with SVP Engineering personnel and PowerWorld technical staff throughout the duration of the GMD Study.

1.2.24 Contractor shall provide spatial analysis for load growth projections and EV/electrification impacts to load growth scenarios.

1.2.25 Contractor shall provide miscellaneous engineering services. This

incorporates study requests from SVP Engineering staff including development of a 2023 SVP Transmission Expansion Plan (STEP) Study which contains power flow analysis for evaluation of Alternating Current (AC) thermal and voltage levels with consideration of various load ramps and sensitivity cases.

1.2.31 Contractor shall provide Current Distribution Electromagnetic Fields Grounding and Soil Structure Analysis CDEGS & Ampacity analysis, thermal and electrical resistivity reports for the City Park ground study.

1.3. Deliverables are to be complete by the end of the contract term.

1.4. While performing services, Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

2. At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

3. E-BUILDER

3.1. When required by City, Contractor shall use utilize e-Builder for submission of data and documents throughout the term of this agreement.

3.2. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.3. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

3.4. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1-2 hours.

3.5. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure

connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

3.6. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.7. Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

3.8. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.9. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall utilize the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.9.1. Correspondence

3.9.2. Meeting minutes

3.9.3. Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample.

3.9.4. Requests for Information (RFI's)

3.9.5. Submittals and shop drawings

3.9.6. Change order requests and documentation, including record copies of change orders, proposals, and modifications.

3.9.7. Pay applications

3.9.8. "Official" correspondence (such as letters) including informal correspondence, such as email.

3.9.9. Pre-Task Plans (PTPs)

3.9.10. Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

3.9.11. All official reports, such as commissioning reports

3.9.12. Notices and claims

3.9.13. Operations and maintenance manuals

3.9.14. All close-out documents, and

3.9.15. All testing results

3.10. Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

3.11. Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

4. SVP Responsibilities: To assist Contractor in performing the Services, SVP shall provide the following:

4.1. Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required,

4.2. Full access to any and all existing plans and records relevant to the performance of the contract.

4.3. Access to the ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information.

4.4. Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods.

4.5. Complete transmission system database in GE PSLF, DEW, and Aspen.

4.6. Available system inspection and maintenance information.

4.7. Past system evaluations and annual system reports.

4.8. System load forecast and Capital Improvement Plans.

4.9. Latest Integrated Resource Plan.

4.10. Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls).

4.11. Incremental generation and purchased power costs.

4.12. Current electric rates and Rules and Regulations

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND ELECTRICAL CONSULTANTS, INC.
EXHIBIT B – COMPENSATION AND SCHEDULE OF FEES
AMENDED SEPTEMBER 1, 2023

1. Compensation and Cost Estimates:

   1.1. This is a time and materials contract with a total not-to-exceed amount specified in Section 6 of the Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

   1.2. Cost Estimates: Detail tasks and cost are found in Exhibit B-1 COST ESTIMATE BY ACTIVITY.

      1.2.1. In the event that Contractor is requested to perform additional work not included in the scope of this Agreement or if a task exceeds the Budget outlined in Exhibit B-1, Contractor shall submit a proposal for such additional work or request for additional funds.

      1.2.2. If remaining contingency funds are available in the Agreement to complete the project quoted, Contractor may perform such additional work upon written City may issue a purchase order or change to purchase order to authorize such work.

      1.2.3. If insufficient contingency funds are available to complete proposed work, an Amendment to this Agreement shall be executed in advance of starting work. No products or services that will commit or authorize funds in excess of the contingency funds outlined in will be provided unless both Parties execute an Amendment to this Agreement.

   1.3. Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each Task.

2. Rates

   2.1. Rates. Contractor shall invoice all Services at the rates listed in Exhibit B-2 attached and incorporated by reference .

   2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

3. Reimbursable Expenses. Contractor may pass through costs set forth in Exhibit B-3. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing

the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by City, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

Reimbursable Expense Schedule	Mark Up
The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
Charges for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
Other reimbursable expenses with prior written approval from the City	No Markup
Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

4. Invoicing and Payments

4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

4.2. All monthly invoices shall include:

4.2.1. PO number;

4.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement; and

4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.

4.3. Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

4.4. Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

4.5. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

EXHIBIT B-1 TASKS ASSOCIATED NOT-TO-EXCEED AMOUNT

ECI COST ESTIMATE FOR SYSTEM EXPANSION PLAN ADDITIONAL TASKS

Tasks			Subconsultants		Mark Ups	ODCs	Original	Amendment 2	New Total
Task #	STATUS AT TIME OF AMENDMENT NO. 2 Percent Complete	TASK DESCRIPTION	VPF Transformer Consulting	Power World Corporation	(10%) Sub Mark Up	Other Direct Costs			Total Fee
1.2.1	100%	Provide a detailed 3-year development plan of SVP's electric system expansion					$ 173,683		$ 173,683
1.2.2	10%	Provide the basis for updating the Load Development Fee					$ 17,893		$ 17,893
1.2.3	50%	Provide a high level 20-year development plan of SVP's electric system expansion					$ 121,773		$ 121,773
1.2.4	100%	Determine the ultimate need, capacity, configuration, and method of service, for proposed new substations					$ 28,839		$ 28,839
1.2.5	100%	Assess SVP's submission to the CAISO's Transmission Planning Process (TPP)					$ 25,405		$ 25,405
1.2.6	100%	Assess SVP's CEC load forecast submittals					$ 17,029		$ 17,029
1.2.7	100%	Assess the impact of increased future distributed generation and load					$ 30,965		$ 30,965
1.2.8	100%	Assess the condition of the electric system and recommend maintenance and capital replacements					$ 26,981		$ 26,981
1.2.9	100%	Review current system, substation, and feeder load projections for reasonableness					$ 18,385		$ 18,385
1.2.10	100%	Assess system reliability and provide cost/benefit analysis					$ 18,413		$ 18,413
1.2.11	15%	Assess system losses and provide cost/benefit analysis					$ 11,581		$ 11,581
1.2.12	100%	Assess the future reactive power requirements/need for power factor improvement					$ 17,309		$ 17,309
1.2.13	50%	A report on each of the standards and guidelines listed and include an assessment of their adequacy					$ 79,439		$ 79,439
1.2.14	30%	Identify the opportunities to utilize the enabling technology resulting from SVP's AMI deployment					$ 28,217		$ 28,217
1.2.15	10%	Assess the current emergency response plans, system restoration capabilities, energy control center					$ 59,613		$ 59,613
1.2.16	100%	Review current engineering, operations and electric system key performance indicators					$ 22,053		$ 22,053
1.2.17	0%	Assess the adequacy of existing vegetation management programs and standards					$ 12,509		$ 12,509
1.2.18	100%	Associated Engineering Services					$ 95,913		$ 95,913
TASK 019		**Transformer Specification Review**							
1.2.19	50%	NRS/KRS/SRS Transformer Specification Review by SubConsultant; Mr. Pierre Feghali, PE	$ 28,000		$ 2,800			$ 30,800	$ 30,800
TASK 020		**TPP 23/24 Study**							
1.2.20.1	100%	Load Flow analysis						$ 64,575	
1.2.20.2	100%	Report Preparation						$ 23,260	
1.2.20.3	100%	Weekly Meetings						$ 22,170	
									$ 110,005
TASK 021		**TPP 24/25 Study**							
1.2.21.1	50%	Load Flow analysis						$ 64,575	
1.2.21.2	0%	Report Preparation						$ 23,260	
1.2.21.3	50%	Weekly Meetings						$ 22,170	
									$ 110,005
TASK 022		**DOE Smart Wires**							
1.2.22	30%	Technical and PM Support for DOE Application and subsequent follow up						$ 39,996	$ 39,996
TASK 023		**GMD PowerWorld Support**							
1.2.23	0%	Evaluate Potential Impact of Geomagnetic Disturbances on SVP Power System		$ 28,000	$ 2,800			$ 30,800	
1.2.23	0%	Modeling support to PowerWorld Corporation						$ 42,012	
									$ 72,812
TASK 024		**Load Growth Scenarios**							
1.2.24	0%	Load Flow analysis for various load growth sensitivities						$ 139,988	$ 139,988
TASK 025		**2023 Miscellaneous Engineering Services**							
1.2.25	0%	Engineering Support for remaining Studies task items						$ 118,821	$ 118,821
1.2.25		Contingency						$ 125	$ 125
TASK SVP-031		**City Place Grounding Study**							
1.2.31	75%	CDEGS & Ampacity analysis, Thermal and Electrical Resistivity Reports					$ 44,000	$ 27,448	$ 71,448
Total							$ 850,000	$ 650,000	1,500,000

TABLE B-2 HOURLY RATES

Category/Position	Hourly Rate Effective October 1, 2020 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Engineering/Management		
Senior Project Manager II	$251	$248
Senior Project Manager I	$208	$210
Project Manager II	$185	$188
Project Manager I	$165	$169
Senior Engineer II	$209	$211
Senior Engineer I	$178	$181
Senior Project Supervisor	$174	$175
Project Supervisor	$131	$135
Project Engineer II	$151	$154
Project Engineer I	$143	$145
Associate Engineer II	$147	$149
Associate Engineer I	$141	$143
Design Engineer III	$124	$127
Design Engineer II	$116	$119
Design Engineer I	$109	$110
Senior Designer II	$155	$152
Senior Designer I	$139	$141
Designer III	$121	$124
Designer II	$107	$109
Designer I	$90	$92
Program Management/Support Staff		
Project Controls Coordinator	$190	$195
Project Controls Specialist III	$148	$149
Project Controls Specialist II	$115	$119
Project Controls Specialist I	$98	$101
Senior Drafter II	$107	$108
Senior Drafter I	$103	$106
Drafter III	$93	$95
Drafter II	$90	$92
Drafter I	$79	$82
Administrative Executive	$122	$122
Administrative Assistant	$82	$74
Survey/Real Estate		
Senior Surveyor	$158	$162

TABLE B-2 HOURLY RATES

Category/Position	Hourly Rate Effective October 1, 2020 Through April 30, 2023	Hourly Rate Effective May 1, 2023
Surveyor II	$129	$133
Surveyor I	$110	$109
Survey Technician II	$90	$92
Survey Technician I	$70	$69
Senior Real Estate Specialist	$152	$153
Real Estate Specialist II	$132	$130
Real Estate Specialist I	$89	$88
Construction/Field Testing		
Senior P&C Technician	$209	$211
P&C Technician	$145	$146
Construction Project Manager	$206	$201
Field Construction Manager	$195	$196
Technician III/Inspector III	$144	$145
Technician II/Inspector II	$123	$126
Technician I/Inspector I	$81	$84
Safety Specialist	$143	$145
Corporate Project Management/Technical Oversight		
Principal	$263	$252
Director/PhD	$263	$252

EXHIBIT B-3
PASS THROUGH COSTS

Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	$10/hour	$10/hour
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	$8.00/hour	$9.00/hour
Microstation Drafting Equipment	$8.00/hour	$9.00/hour
HP Design Ject Monochrome Plots	$5.00 each	$5.00 each
HP Design Jet Color Plots	$10.00 each	$10.00 each
LD3 Modeling	$8.00/hour	$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	$6.00 each	$6.00 each
Large Format Copies		
C, D Size	$2.35 each	$2.35 each
E Size	$2.60 each	$2.60 each
F Size	$2.75 each	$2.75 each
Larger Sizes	$ .25/sq. ft.	$ .25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	$30.00/hour	$30.00/hour
Load Flow/Stability (PSLF/PSSE)	$40.00/hour	$40.00/hour
ASPEN	$30.00/hour	$30.00/hour
STRUDL/Structural Software	$40.00/hour	$40.00/hour
GIS Mapping Software	$ 8.00/hour	$ 8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour	$20.00/hour
CDEGS (Grounding)	$50.00/hour	$50.00/hour
SKM	$25.00/hour	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour	$10.00/hour
CYMCAP	$40.00/hour	$40.00/hour

EXHIBIT B-3
PASS THROUGH COSTS

ETAP	$20.00/hour	$20.00/hour
PSCAD/EMT	$40.00/hour	$40.00/hour
PTI - Power System Analysis	$40.00/hour	$40.00/hour
T-Flash	$40.00/hour	$40.00/hour
Survey Equipment/Software:		
Cyclone Software	$30.00/hour	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour	$20.00/hour
Theodolite, Total Station	$11.00/hour	$11.00/hour
Robotic Total Station	$15.00/hour	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour	$30.00/hour
Staking Supplies	$10.00/line-mile	$10.00/line-mile
Testing Equipment:		
5 kV Megger	$60.00/day $200/week	$60.00/day $200/week
Phase Angle Meter	$50/day, $200/week	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week	$125/day, $420/week
Transformer Turns Radio Test Set	$ 75/day, $300/week	$ 75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week	$100/day, $400/week
Power Quality Analyzer	$ 75/day, $150/week	$ 75/day, $150/week
Hi_Potential Test Set	$120/day, $300/week	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble MS400 Seep Frequency	$1,000/day	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week	$500/day, $2,000/week
CGPR (ground penetrating radar	$1,000/day	$1,000/day
HD 3-D Laser Scanner	$600/day	$600/day
Dranetz 800 Analyzer	$500/day	$500/day
Fluke 435 Meter	$1,000/month	$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

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Ebix Insurance No. S200001751

AMENDMENT NO. 3
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California, and Electrical Consultants, Inc." dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, and Amendment No. 2, dated October 12, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to 3 to amend the Scope of Services, include a work authorization process, and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement as Amended, entitled "Agreement Documents" is amended to read as follows:

   "The documents forming the entire Agreement as Amended between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement as Amended by this reference:

   Exhibit A – Scope of Services

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Exhibit B – Compensation and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Digital Data Protocol

Exhibit E - Labor Compliance

Exhibit F – Sample Work Authorization Form

This Agreement as Amended, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of services, City shall pay Contractor for all materials provided and services rendered by Contractor in accordance with Exhibit B. The Maximum Compensation of this Agreement is three million dollars ($3,000,000), subject to budget appropriations, which includes all payments for the services and expenses, supplies, materials and equipment required to perform the services. All services performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

3. Exhibit A to the Agreement as Amended is hereby deleted and replaced with the attached Exhibit A – Scope of Services – Amended March 15, 2025, which is hereby attached and incorporated into the Agreement as Amended.

4. Exhibit B to the Agreement as Amended is hereby deleted and replaced with the attached Exhibit B – Compensation and Payment Provisions – Amended March 15, 2025, which is hereby attached and incorporated into the Agreement as Amended.

5. Exhibit F, entitled Sample Work Authorization Form, is added to the Agreement, which is attached hereto and incorporated into the Agreement as Amended.

6. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

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The effective date of this Amendment No. 3 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form: Dated: 6/25/2025 | 4:38 PM PDT

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 6/23/2025 | 4:56 PM PDT

Signed by:
By (Signature): David R. Maehl
32512D7E35F8475...
Name: DAVID R. MAEHL
Title: Vice President Power Supply
Principal Place of Business Address: 3251 Gabel Road, Billings, MT 59102
Email Address: dave.maehl@eciusa.com
Telephone: (406) 259-1164

"CONTRACTOR""

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EXHIBIT A
SCOPE OF SERVICES -
AMENDED MARCH 15, 2025

The services ("Services") to be performed for the City by the Contractor under this Agreement are set forth below.

SECTION 1. SERVICES TO BE PERFORMED / INITIAL TASKS

1.1. Contractor shall perform all the review, inspection, and analysis necessary to prepare a System Expansion Plan for Silicon Valley Power's (SVP) electric system. The plan shall provide an assessment of the current electric system and a complete plan for its future development.

1.2. The System Expansion Plan shall include the following items:

1.2.1. Contractor shall provide a detailed 3-year development plan of SVP's electric system expansion to meet the significant new load being connected to SVP's system. The focus will be on building multiple capital improvement projects in parallel to meet the 3-year short term capacity need while maintaining electric system reliability. Working with SVP, Contractor will prioritize the projects and provide a strategy, schedule, and estimated cost for their completion. All projects in the detailed 3-year plan are to include preliminary engineering (30% plans - constructability reviewed and sequencing with remaining projects) and specify any permitting requirements, land requirements, and construction scope. Contractor will provide guidance on establishing proper maintenance of proposed new assets and technology. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.2. Constructor shall provide the basis for updating the Load Development Fee per the final System Expansion Plan. The Load Development Fee is established to recover costs incurred by the City in modifying its electrical infrastructure to support load growth spurred by new development. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.3. Working with SVP, Contractor will recommend the ultimate need, capacity, configuration, and method of service, for proposed new substations and the future disposition of each existing substation considering the current property size, age and condition of the equipment, estimated remaining life, and number of feeders. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.4. Contractor shall assess SVP's submission to the California Independent System Operator's (CAISO)Transmission Planning Process (TPP) to

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ensure that PG&E Bulk Electric System (BES) projects have been identified and are on schedule to meet SVP's load growth. In addition, Contractor shall assess SVP's Transmission Planning process to meet CAISO, Western Electricity Coordinating Council (WECC), and TPL-001-5. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.5. Contractor shall assess SVP's CEC load forecast submittals used to generate the biennial Integrated Energy Policy Report (IEPR). **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.6. Contractor shall assess the impact of increased future distributed generation and load (i.e. solar, battery storage, electric vehicles) and provide recommendations regarding the most optimal integration with the distribution system and possible use of distributed generation by SVP to improve system efficiency and reliability. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.7. Contractor shall assess the condition of the existing electric system and recommend maintenance and capital replacements as required. The assessment should also consider the future impact of aging infrastructure. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.8. Contractor shall review current system, substation, and feeder load projections for reasonableness and use the results to determine the ultimate system, substation, and feeder plan. Contractor shall assess the potential problems if actual loads differ significantly from projected loads. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.9. Contractor shall assess system reliability and provide cost/benefit analysis and estimated levels of improvement for recommendations on ways to maintain or improve it. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.10. Contractor shall assess system losses and provide cost/benefit analysis for recommendations on ways to reduce system losses. **(As of the Effective Date of this Amendment No. 3, Incomplete)**.

1.2.11. Contractor shall assess the future reactive power requirements/need for power factor improvement to the electric substation, distribution, 230kV/115kV/60 kV transmission systems and include a benefit/cost analysis of feeder capacitors versus substation capacitors. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.12. Contractor shall prepare a report on each of the standards and guidelines listed below. The report shall (1) include an assessment of the adequacy of the standards and guidelines, (2) note any deficiencies, (3) recommend changes that can be immediately incorporated into

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guidelines and standards, and (4) if deemed necessary, include a recommended plan to bring each guideline or standard up to relevant industry standards and current practices, including mitigation of arc-flash hazards. Additionally, Contractor shall address the absence of any standards and guidelines that a utility the size of SVP should have and provide recommendations made on how to best produce those standards and guidelines. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.12.1. Existing system planning criteria, including conductor and equipment rating, loading, short circuit studies, capacity determination for substations, transmission lines, distribution lines, and service facilities.

1.2.12.2. Engineering design guidelines for substations, transmission lines, distribution lines, and service facilities.

1.2.12.3. Conductor and equipment loading capacities (under both normal full load and Emergency conditions) for substations, transmission lines, distribution lines and service facilities.

1.2.12.4. Material and equipment standards and specifications.

1.2.12.5. Economic evaluation criteria and methods for determination of return on investment.

1.2.13. Contractor shall identify the opportunities to utilize the enabling technology resulting from SVP's Advanced Metering Infrastructure (AMI) and Smart Grid deployment and recommend the most effective methods to utilize and capture value from the proposed Smart Grid initiatives over the next five and twenty-year planning periods. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.14. Contractor shall assess and make recommendations for improvements to SVP’s current emergency response plans, system restoration capabilities, energy control center and back-up control center facilities, emergency material stockpiling, and feeder back-up capacity. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.15. Contractor shall review current engineering, operations and electric system Key Performance Indicators (KPIs) in use and make recommendations regarding the adequacy and validity of the KPI’s. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.16. Contractor shall assess the adequacy of existing vegetation management programs and standards and make recommendations for improvements. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

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1.2.17. Contractor shall perform associated engineering Services which includes miscellaneous general consulting engineering tasks completed in 2021 and 2022. Some of these specific tasks include CAISO application support for BESS integration as well as KRS / SRS short circuit study. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.18. Contractor shall perform review of Main Power Transformer Specifications. This is to be completed by a subconsultant. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.19. Contractor shall support the TPP 23/24 Study including: **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.19.1 Load Flow Analysis

1.2.19.2 Report Preparation

1.2.19.3 Weekly Meetings

1.2.20. Contractor shall support the System Expansion Plan for TPP 24/25 Study including: **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.20.1 Load Flow Analysis

1.2.20.2 Report Preparation

1.2.20.3 Weekly Meetings

1.2.21. Contractor shall provide Department of Energy (DOE) application for Smart Wires Project / Owner's Engineer and application support. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.22. Contractor shall provide Geomagnetic Disturbance (GMD) Study support to PowerWorld. This includes interface with SVP Engineering personnel and PowerWorld technical staff throughout the duration of the GMD Study. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.23. Contractor shall provide spatial analysis for load growth projections and EV/electrification impacts to load growth scenarios. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.24. Contractor shall provide miscellaneous engineering Services. This incorporates study requests from SVP Engineering staff including development of a 2023 SVP Transmission Expansion Plan (STEP) Study which contains power flow analysis for evaluation of Alternating Current (AC) thermal and voltage levels with consideration of various load ramps and sensitivity cases. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.2.25. 2nd SSS/NRS studies/BES TPP Dynamic Device Analysis/Cost

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Estimates/Contingency/Sensitivities. **(As of the Effective Date of this Amendment No. 3, Complete)**

1.2.26 Contractor shall provide Current Distribution Electromagnetic Fields Grounding and Soil Structure Analysis CDEGS & Ampacity analysis, thermal and electrical resistivity reports for the City Park ground study. **(As of the Effective Date of this Amendment No. 3, Incomplete)**

1.3. While performing Services, Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

1.4. At the conclusion of the project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format.

SECTION 2. INCOMPLETE OR ADDITIONAL TASKS

2.1 Incomplete Services. As of the Effective Date of this Amendment No. 3, the Parties agree that Contractor has completed the tasks specified above as ("Complete"). If services have not been completed as set forth in Section 1 above , any continuation of those Services shall be authorized in substantially the same manner as Additional Services.

2.2 In the event that Contractor is requested by the City to perform additional services ("Additional Services"), Contractor shall submit a quote or proposal (Proposal) based on either hourly rates or at a fixed price. Contractor shall include the following in their proposal:

2.2.1 Detail of the Additional Services to be provided including work plan that includes a detailed description by task of the specific Additional Services to be performed.

2.2.2 A project timeline/schedule and activities with discussion of any activities that may impact the project timeline/schedule.

2.2.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

2.2.4 Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

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2.2.5 Any required drawings or documents.

2.2.6 A list of City responsibilities.

2.2.7 Where applicable, a final acceptance criteria.

2.2.8 Itemized cost including the following:

2.2.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

2.2.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

2.2.8.3 Parts and materials

2.2.8.4 Rental and/or specialty equipment

2.2.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

2.2.8.6 Any additional costs such as, but not limited to freight, permits, and fees

2.2.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

2.2.8.8 Estimated total cost including any required taxes

2.2.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

2.2.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

2.2.9 Provided that the original cost Proposal includes all applicable items listed in Section 2.2.8, the City and Contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

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2.2.10 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

2.2.10.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

2.2.10.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

2.2.10.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

2.2.11 Contractor must submit a revised Proposal to the City based upon such negotiations.

2.3 Authorization of Work:

2.3.1 If the City desires to proceed with such Additional Services and the cost of the Additional Services (when combined with the Services provided before this Amendment No. 3 and any previously authorized Additional Services) does not exceed the maximum compensation in Section 6 of the Agreement, the City shall approve such Additional Services as set forth in this Section.

2.3.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit F ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the Additional Services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the Additional Services and deliverables, and the maximum compensation for the Work Authorization.

2.3.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

2.3.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

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2.4 Changes to Work Authorization:

2.4.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

2.4.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 2.3.2) and/or Purchase Order (as applicable) to authorize such additional services.

2.4.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

2.4.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including a revised work schedule and associated costs with the same details as Section 2.2. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 2.3.2) or Purchase Order (as applicable) to authorize such additional services.

2.4.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

2.4.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes

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in staff, or other changes that are not directly related to changes requested by City.

2.4.4 Contractor shall, at City's request, provide an updated Proposal including a revised work schedule and associated costs with the same details as Section 2.2.

2.5 Immediate Need / Interim Work Orders

2.5.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

2.5.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

2.5.1.2 In the event work is required to maintain a critical SVP function or project schedule.

2.5.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

2.5.3 Within five (5) business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 2 and shall also include all services required including those services already completed or initiated.

2.5.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

2.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

2.7 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Work Authorization, or Purchase Order even if the Proposal, Work Authorization, or Purchase Order expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal, Work Authorization, or Purchase Order are invalid and unenforceable. The order of precedence is as follows: (1) Agreement

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and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

2.8 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 2.5 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Additional Services contained therein shall be included within the Services.

2.9 The City (through the individuals listed in Section 2.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

2.10 Proposals, pricing, quotes and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

2.11 Except where the circumstances in Section 2.5 apply, Contractor shall not initiate the Additional Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such Additional Services, when applicable, (2) issued a Purchase Order, and (3) directed Contractor to perform the Additional Services.

SECTION 3. E-BUILDER

3.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor’s personnel at City’s cost. The Contractor’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

3.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

3.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder’s response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City

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will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization.

3.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

3.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

3.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

3.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

3.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

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SECTION 4. SVP RESPONSIBILITIES

3.1 To assist Contractor in performing the Services, SVP shall provide:

4.1.1 Copies of all relevant existing standards, design guidelines, system planning guidelines, specifications and drawings required

4.1.2 Full access to any and all existing plans and records relevant to the performance of the contract

4.1.3 Access to the ESRI GIS database that includes electric infrastructure, land use, AMI system configuration, and related information

4.1.4 Available distribution system data for analysis such as distribution feeder reads, transmission line reads, and substation banks loading during the past peak load periods

4.1.5 Complete transmission system database in GE PSLF, DEW, and Aspen

4.1.6 Available system inspection and maintenance information

4.1.7 Past system evaluations and annual system reports

4.1.8 System load forecast and Capital Improvement Plans

4.1.9 Latest Integrated Resource Plan

4.1.10 Operating system data as available from SCADA (There presently is no SCADA data available on the distribution system beyond the substation boundary walls)

4.1.11 Incremental generation and purchased power costs

4.1.12 Current electric rates and Rules and Regulations

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EXHIBIT B
FEE SCHEDULE AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement and includes all Services provided under this Agreement including those Services provided in advance of this Amendment.

1.2 Cost Estimates: Detailed tasks and costs are found in Appendix B-1 Cost Estimate by Activity

1.3 Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each task.

1.4 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B2 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B2 are fully burdened.

2.3 Rate Changes.

2.3.1 Rate Increase. After the first two years of the Agreement, Rate increases may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses, as set forth in Appendix B-2, related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit B and

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accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit B, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

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3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B2 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit E and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

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3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B2 TO EXHIBIT B
RATES - AMENDED MARCH 15, 2025

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 2 of Exhibit B. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B-2 (Pass Through Costs).

TABLE B-1 HOURLY RATES

Category/Position	**Hourly Rates** Sept. 1, 2021 through March 31, 2023	**Hourly Rates** April 1, 2023 through April 30, 2024	**Hourly Rates** Effective May 1, 2024 through December 31, 2024	**Hourly Rates** Effective January 1, 2025
Engineering/Management				
Senior Project Manager II	$251	$248	$256	$277
Senior Project Manager I	$208	$210	$221	$246
Project Manager II	$185	$188	$198	$218
Project Manager I	$165	$169	$179	$198
Environmental Project Manager II	-	-	$174	$202
Environmental Project Manager I	-	-	$142	$164
Senior Engineer II	$209	$211	$222	$248
Senior Engineer I	$178	$181	$191	$213
Senior Project Supervisor	$174	$175	$184	$204
Project Supervisor	$131	$135	$142	$158
Project Engineer II	$151	$154	$162	$180
Project Engineer I	$143	$145	$153	$171
Associate Engineer II	$147	$149	$157	$177
Associate Engineer I	$141	$143	$151	$167
Design Engineer III	$124	$127	$134	$149
Design Engineer II	$116	$119	$125	$138
Design Engineer I	$109	$110	$116	$130
Engineering Intern	-	-	$87	$93
Senior Designer II	$155	$152	$161	$177
Senior Designer I	$139	$141	$149	$166
Designer III	$121	$124	$131	$146
Designer II	$107	$109	$115	$127
Designer I	$90	$92	$97	$108
Program Management/Support Staff				
Project Controls Coordinator	$190	$195	$205	$226
Project Controls Specialist III	$148	$149	$157	$175
Project Controls Specialist II	$115	$119	$125	$137
Project Controls Specialist I	$98	$101	$105	$114

Category/Position	**Hourly Rates** Sept. 1, 2021 through March 31, 2023	**Hourly Rates** April 1, 2023 through April 30, 2024	**Hourly Rates** Effective May 1, 2024 through December 31, 2024	**Hourly Rates** Effective January 1, 2025
Senior Drafter II	$107	$108	$114	$126
Senior Drafter I	$103	$106	$112	$121
Drafter III	$93	$95	$100	$111
Drafter II	$90	$92	$97	$108
Drafter I	$79	$82	$87	$95
Administrative Executive	$122	$122	$129	$142
Administrative Assistant	$82	$74	$75	$82
Survey/Real Estate				
Senior Surveyor	$158	$162	$171	$190
Surveyor II	$129	$133	$140	$154
Surveyor I	$110	$109	$114	$129
Survey Technician II	$90	$92	$98	$109
Survey Technician I	$70	$69	$72	$81
Senior Real Estate Specialist	$152	$153	$161	$180
Real Estate Specialist II	$132	$130	$137	$152
Real Estate Specialist I	$89	$88	$93	$101
Construction/Field Testing				
Senior P&C Technician	$209	$211	$216	$237
P&C Technician	$145	$146	$155	$174
Construction Project Manager	$206	$201	$212	$237
Field Construction Manager	$195	$196	$206	$228
Technician III/Inspector III	$144	$145	$153	$169
Technician II/Inspector II	$123	$126	$133	$146
Technician I/Inspector I	$81	$84	$89	$97
Safety Specialist	$143	$145	$153	$172
Corporate Project Management/Technical Oversight				
Principal	$263	$252	$260	$284
Director/PhD	$263	$252	$260	$284

TABLE B-2 PASS THROUGH COSTS

Cost Type	**Costs Effective Oct. 1, 2020 through April 30, 2023**	**Costs Effective May 1, 2023**
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	$10/hour	$10/hour

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Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	$8.00/hour	$9.00/hour
Microstation Drafting Equipment	$8.00/hour	$9.00/hour
HP Design Jet Monochrome Plots	$5.00 each	$5.00 each
HP Design Jet Color Plots	$10.00 each	$10.00 each
LD3 Modeling	$8.00/hour	$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	$6.00 each	$6.00 each
Large Format Copies		
C, D Size	$2.35 each	$2.35 each
E Size	$2.60 each	$2.60 each
F Size	$2.75 each	$2.75 each
Larger Sizes	$ .25/sq. ft.	$ .25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	$30.00/hour	$30.00/hour
Load Flow/Stability (PSLF/PSSE)	$40.00/hour	$40.00/hour
ASPEN	$30.00/hour	$30.00/hour
STRUDL/Structural Software	$40.00/hour	$40.00/hour
GIS Mapping Software	$ 8.00/hour	$ 8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour	$20.00/hour
CDEGS (Grounding)	$50.00/hour	$50.00/hour
SKM	$25.00/hour	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour	$10.00/hour
CYMCAP	$40.00/hour	$40.00/hour
ETAP	$20.00/hour	$20.00/hour
PSCAD/EMT	$40.00/hour	$40.00/hour
PTI - Power System Analysis	$40.00/hour	$40.00/hour
T-Flash	$40.00/hour	$40.00/hour
Survey Equipment/Software:		
Cyclone Software	$30.00/hour	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour	$20.00/hour

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Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Theodolite, Total Station	$11.00/hour	$11.00/hour
Robotic Total Station	$15.00/hour	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour	$30.00/hour
Staking Supplies	$10.00/line-mile	$10.00/line-mile
Testing Equipment:		
5 kV Megger	$60.00/day, $200/week	$60.00/day, $200/week
Phase Angle Meter	$50/day, $200/week	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week	$125/day, $420/week
Transformer Turns Radio Test Set	$ 75/day, $300/week	$ 75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week	$100/day, $400/week
Power Quality Analyzer	$ 75/day, $150/week	$ 75/day, $150/week
Hi_Potential Test Set	$120/day, $300/week	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble MS400 Seep Frequency	$1,000/day	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week	$500/day, $2,000/week
CGPR (ground penetrating radar	$1,000/day	$1,000/day
HD 3-D Laser Scanner	$600/day	$600/day
Dranetz 800 Analyzer	$500/day	$500/day
Fluke 435 Meter	$1,000/month	$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

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EXHIBIT F

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Electrical Consultants, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

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PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the Additional Service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 2 of Exhibit B.

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3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

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5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required

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Ebix Insurance No. S200001751

AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc. a Montana corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services by and Between the City of Santa Clara, California and Electric Consultants, Inc." dated October 21, 2020 (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, Amendment No. 2, dated October 12, 2023, Amendment No. 3 dated June 25, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to end the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2020, and terminate on December 31, 2027."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

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The effective date of this Amendment No. 4 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 1/22/2026 | 3:04 AM PST

DocuSigned by:
Jovan D. Grogan
5FAD88DFD5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.,
a Montana corporation

Dated: 12/15/2015

By (Signature): Digitally signed by David R. Maehl, P.E.
Date: 2025.12.15 07:52:23-07'00'

Name: David R. Maehl

Title: Vice President Power Supply

Principal Place of Business Address: 3521 Gabel Road
Billings, Montana 59102

Email Address: Dave.maehl@eciusa.com

Telephone: (406) 259-9933

"CONTRACTOR"

Docusign Envelope ID: A385FDF7-BFEE-86E2-82CD-68D97DF15CC6

Ebix Insurance No. S200001751

AMENDMENT NO. 5
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This fifth amendment to agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Electrical Consultants, Inc.", dated October 21, 2020, (Agreement) for the purpose of having Contractor provide review, inspection, and analysis necessary to prepare for a System Expansion Plan of the City's electric system; and

B. The Agreement was previously amended by Amendment No. 1, dated December 16, 2021, Amendment No. 2, dated October 12, 2023, Amendment No. 3, dated June 25, 2025, Amendment No. 4, dated January 22, 2026, and is again amended by this Amendment No. 5. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Exhibit B of the Agreement as Amended is hereby deleted in its entirety and replaced with the attached "Fourth Revised – Fee Schedule and Payment Provisions," which is hereby incorporated into this Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

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The effective date of this Amendment No. 5 is the date of City's execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: A385FDF7-BFEE-86E2-82CD-68D97DF15CC6

The Parties acknowledge and accept the terms and conditions of this Amendment No. 7 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 6/4/2026 | 4:41 PM PDT

Signed by:
Huyen Nguyen
973AA530EE97459...

GLEN R. GOOGINS
City Attorney

Signed by:
Aracely Azevedo
B08E71ED057D4F6...

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: 5/27/2026 | 7:23 AM PDT

By (Signature): Signed by: David R. Maehl 32512D7E35F8475...
Name: David R. Maehl
Title: VP Power Supply
Principal Place of Business Address: 3521 Gabel Road, Billings, MT 59102
Email Address: dave.maehl@eciusa.com
Telephone: (406) 259-9333

"CONTRACTOR"

Docusign Envelope ID: A385FDF7-BFEE-86E2-82CD-68D97DF15CC6

FOURTH REVISED - EXHIBIT B
FEE SCHEDULE AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement and includes all Services provided under this Agreement including those Services provided in advance of this Amendment.

1.2 Cost Estimates: Detailed tasks and costs are found in Appendix B-1 Cost Estimate by Activity

1.3 Subject to written approval of the City, Contractor may transition costs between categories within each cost estimate but only to the extent that these transitions leave sufficient funding to complete the project identified in each task.

1.4 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B2 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B2 are fully burdened.

2.3 Rate Changes.

2.3.1 Rate Increase. After the first two years of the Agreement, Rate increases may be negotiated no more than once annually by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes

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or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses, as set forth in Appendix B-2, related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit B and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit B, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for

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Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B2 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit E and are subject to verification by the City.

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3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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THIRD REVISED - APPENDIX B2 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 2 of Exhibit B. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B-2 (Pass Through Costs).

THIRD REVISED - APPENDIX B2 TO EXHIBIT B
RATES

TABLE B-1 HOURLY RATES

Category/Position	Hourly Rates Sep 1, 2021 - Mar 31, 2023	Hourly Rates Apr 1, 2023 - Apr 30, 2024	Hourly Rates May 1, 2024- Dec 31, 2024	Hourly Rates Jan 1, 2025 - Apr 30, 2026	Hourly Rates Effective May 1, 2026
Engineering/Management					
Senior Project Manager II	$251	$248	$256	$277	$282
Senior Project Manager I	$208	$210	$221	$246	$255
Project Manager II	$185	$188	$198	$218	$226
Project Manager I	$165	$169	$179	$198	$205
Environmental Project Manager II	-	-	$174	$202	$219
Environmental Project Manager I	-	-	$142	$164	$178
Senior Engineer II	$209	$211	$222	$248	$258
Senior Engineer I	$178	$181	$191	$213	$221
Senior Project Supervisor	$174	$175	$184	$204	$211
Project Supervisor	$131	$135	$142	$158	$165
Project Engineer II	$151	$154	$162	$180	$188
Project Engineer I	$143	$145	$153	$171	$177
Associate Engineer II	$147	$149	$157	$177	$185
Associate Engineer I	$141	$143	$151	$167	$173
Design Engineer III	$124	$127	$134	$149	$155
Design Engineer II	$116	$119	$125	$138	$143
Design Engineer I	$109	$110	$116	$130	$135
Engineering Intern	-	-	$87	$93	$94
Senior Designer II	$155	$152	$161	$177	$185
Senior Designer I	$139	$141	$149	$166	$172
Designer III	$121	$124	$131	$146	$152
Designer II	$107	$109	$115	$127	$131
Designer I	$90	$92	$97	$108	$112

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Category/Position	Hourly Rates Sep 1, 2021 - Mar 31, 2023	Hourly Rates Apr 1, 2023 - Apr 30, 2024	Hourly Rates May 1, 2024- Dec 31, 2024	Hourly Rates Jan 1, 2025 - Apr 30, 2026	Hourly Rates Effective May 1, 2026
Program Management/Support Staff					
Project Controls Coordinator	$190	$195	$205	$226	$232
Project Controls Specialist III	$148	$149	$157	$175	$180
Project Controls Specialist II	$115	$119	$125	$137	$141
Project Controls Specialist I	$98	$101	$105	$114	$117
Senior Drafter II	$107	$108	$114	$126	$130
Senior Drafter I	$103	$106	$112	$121	$125
Drafter III	$93	$95	$100	$111	$114
Drafter II	$90	$92	$97	$108	$111
Drafter I	$79	$82	$87	$95	$98
Administrative Executive	$122	$122	$129	$142	$147
Administrative Assistant	$82	$74	$75	$82	$83
Survey/Real Estate					
Senior Surveyor	$158	$162	$171	$190	$197
Surveyor II	$129	$133	$140	$154	$160
Surveyor I	$110	$109	$114	$129	$134
Survey Technician II	$90	$92	$98	$109	$114
Survey Technician I	$70	$69	$72	$81	$84
Senior Real Estate Specialist	$152	$153	$161	$180	$186
Real Estate Specialist II	$132	$130	$137	$152	$157
Real Estate Specialist I	$89	$88	$93	$101	$105
Construction/Field Testing					
Senior P&C Technician	$209	$211	$216	$237	$243
P&C Technician	$145	$146	$155	$174	$181
Construction Project Manager	$206	$201	$212	$237	$247
Field Construction Manager	$195	$196	$206	$228	$236
Technician III/Inspector III	$144	$145	$153	$169	$174
Technician II/Inspector II	$123	$126	$133	$146	$150
Technician I/Inspector I	$81	$84	$89	$97	$100
Safety Specialist	$143	$145	$153	$172	$179
Corporate Project Management/Technical Oversight					
Principal	$263	$252	$260	$284	$289
Director/PhD	$263	$252	$260	$284	$289

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TABLE B-2 Pass Through Costs

Cost Type	Costs Effective Oct. 1, 2020 through April 30, 2023	Costs Effective May 1, 2023
Project Expenses:		
Airline & Charter Aircraft	Actual Cost	Actual Cost
Rental Vehicles	Actual Cost	Actual Cost
Standard & Four-Wheel Drive	Federal/Allowable Rate	Federal/Allowable Rate
All Terrain Vehicles	$10/hour	$10/hour
Cost Type	**Costs Effective Oct. 1, 2020 through April 30, 2023**	**Costs Effective May 1, 2023**
Meals	Actual Cost	Actual Cost
Lodging	Actual Cost	Actual Cost
Parking	Actual Cost	Actual Cost
Long Distance & Telephone Charges	Actual Cost	Actual Cost
CADD Software/Plotting:		
AutoCAD Drafting Equipment	$8.00/hour	$9.00/hour
Microstation Drafting Equipment	$8.00/hour	$9.00/hour
HP Design Jet Monochrome Plots	$5.00 each	$5.00 each
HP Design Jet Color Plots	$10.00 each	$10.00 each
LD3 Modeling	$8.00/hour	$8.00/hour
Airline & Charter Aircraft		
Prints and Copies:		
Arc Flash Labels	$6.00 each	$6.00 each
Large Format Copies		
C, D Size	$2.35 each	$2.35 each
E Size	$2.60 each	$2.60 each
F Size	$2.75 each	$2.75 each
Larger Sizes	$ .25/sq. ft.	$ .25/sq. ft.
Engineering Software:		
Radial Voltage Drop-SynerGEE & Milsoft	$30.00/hour	$30.00/hour
Load Flow/Stability (PSLF/PSSE)	$40.00/hour	$40.00/hour
ASPEN	$30.00/hour	$30.00/hour
STRUDL/Structural Software	$40.00/hour	$40.00/hour
GIS Mapping Software	$ 8.00/hour	$ 8.00/hour
Visual Analysis & STAAD Pro	$20.00/hour	$20.00/hour
CDEGS (Grounding)	$50.00/hour	$50.00/hour
SKM	$25.00/hour	$25.00/hour
TLCADD & PLS-CADD	$10.00/hour	$10.00/hour
CYMCAP	$40.00/hour	$40.00/hour

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Engineering Software:		
ETAP	$20.00/hour	$20.00/hour
PSCAD/EMT	$40.00/hour	$40.00/hour
PTI - Power System Analysis	$40.00/hour	$40.00/hour
T-Flash	$40.00/hour	$40.00/hour
Survey Equipment/Software:		
Cyclone Software	$30.00/hour	$30.00/hour
Terra Solid Laser Imaging	$20.00/hour	$20.00/hour
Type	**Costs Effective Oct. 1, 2020 through April 30, 2023**	**Costs Effective May 1, 2023**
Theodolite, Total Station	$11.00/hour	$11.00/hour
Robotic Total Station	$15.00/hour	$15.00/hour
Survey Grade GPS, Base Station & Rovers	$30.00/hour	$30.00/hour
Staking Supplies	$10.00/line-mile	$10.00/line-mile
Testing Equipment:		
5 kV Megger	$60.00/day, $200/week	$60.00/day, $200/week
Phase Angle Meter	$50/day, $200/week	$50/day, $200/week
Automated CT Test Set	$125/day, $420/week	$125/day, $420/week
Transformer Turns Radio Test Set	$ 75/day, $300/week	$ 75/day, $300/week
Earth Resistivity Test Set	$100/day, $400/week	$100/day, $400/week
Power Quality Analyzer	$ 75/day, $150/week	$ 75/day, $150/week
Hi_Potential Test Set	$120/day, $300/week	$120/day, $300/week
VLF AC Hi-Potential Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble F6150 Relay Test Set	$375/day, $1,500/week	$375/day, $1,500/week
Doble M4000 Power Factor Test Set	$500/day, $2,000/week	$500/day, $2,000/week
Doble MS400 Seep Frequency	$1,000/day	$1,000/day
Dilo SF-6 Moisture Analyzer	$150/day, $600/week	$150/day, $600/week
Dilo SF-6 Breaker Analyzer	$450/day	$450/day
CT-7000 Breaker Motion Analyzer	$125/day, $350/week	$125/day, $350/week
Ductor Low Resistivity & High Current	$75/day, $300/week	$75/day, $300/week
FLIR Infrared Camera	$500/day, $2,000/week	$500/day, $2,000/week
CGPR (ground penetrating radar	$1,000/day	$1,000/day
HD 3-D Laser Scanner	$600/day	$600/day
Dranetz 800 Analyzer	$500/day	$500/day
Fluke 435 Meter	$1,000/month	$1,000/month
Other equipment (Load Banks, Meter Standards, etc.)	Job-Quote	Job-Quote

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION
1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT
1. Agreement for Design Professional Services

EBIX Insurance No. S200004632

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND EN ENGINEERING, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and EN Engineering, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials covered by this Agreement shall be fit for the purpose intended, and all materials and services shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mpineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

EN Engineering, LLC
28100 Torch Parkway
Warrenville, IL 60555
and by e-mail at mhulet@enengineering.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. LIMITATION OF CERTAIN DAMAGES

Neither party shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty, tort or other legal theory, including but not limited to loss of financing, bonding, revenue, use, productivity or efficiency.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Digitally signed by Calo Arellano
Date: 2021.03.11 15:19:34 -08'00'

BRIAN DOYLE
City Attorney

Dated: 3/2/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

EN ENGINEERING, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Dated: 12-29-2020
By (Signature):
Name: Mitch Hulet
Title: Chief Risk Officer
Principal Place of Business Address: 28100 Torch Parkway, Warrenville, IL 60555
Email Address: mhulet@enengineering.com
Telephone: (630) 353-4000
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- System planning for electric utility distribution and transmission systems
- Project design and preparation of plans, specifications and engineer's estimate.
- Distribution and transmission line conceptual design, feasibility, and permitting.
- Substation conceptual design, feasibility, and permitting.
- Support with substation communications, protection and control systems.
- Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
- Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
- Assess existing design standards and recommend revisions or new standards.
- Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
- Assess existing maintenance practices or standards and recommend revisions or create new standards.
- Provide design, specification and cost estimates associated with the distribution system including street lighting.
- Provide drafting support as needed.

Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

The purpose of Design Professional's Services and this Agreement is to provide engineering and consulting services as described in this Scope of Work in conformance to and consistent with the professional standards of a specialist in the same discipline as Design Professional in the State of California.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract with a total not-to-exceed amount of $2,000,000.

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021 and every subsequent December 1st through the duration of the Agreement.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing.

ENengineering

SVP 2021 Rate Schedule

Effective January 1, 2021 to December 1, 2021

Position Description	Hourly Rate
Principal Engineer / Program Leader / Consulting Engineer	$ 235.00
Sr. Project Manager / Lead Engineer	$ 200.00
Project Manager	$ 177.00
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$ 174.00
Project Engineer / Consulting Specialist	$ 159.00
Sr. Design Engineer / Sr. Project Controls	$ 140.00
Project Controls / Procurement Specialist / Design Coordinator	$ 120.00
Sr. GIS Analyst / Sr. Design Specialist	$ 112.00
GIS Analyst / Design Specialist	$ 104.00
Design Engineer / Specialist	$ 96.00
Sr. CADD Technician	$ 92.00
Project Assistant	$ 89.00
Sr. Design Technician / Sr. GIS Technician	$ 79.00
Design Technician / GIS Technician	$ 73.00
CADD Technician / GIS Associate	$ 65.00
Sr. Administrative Assistant	$ 63.00

Rate Schedule Clarifications and Charges

1. The above hourly rates include salary, payroll burdens, other overheads and fee. These rates do not include state or local gross receipts, sales, use or other forms of special business or occupation taxes not generally levied by most states. Costs associated with such taxes will be charged at actual cost.

2. Above rates are valid through December 1, 2021 after which they are subject to a 2% annual adjustment. A revised rate sheet will be provided to the client in November of each year representing the new rates for the following year.

3. Overtime approved by the client company will be charged at a rate of 1.5 times the regular hourly rate for non-exempt employees (senior drafter, drafter, project assistant and administrative assistant) for time worked over 40 hours per week, weekends and holidays. Exempt employees will be charged at the hourly rate.

4. Travel time will be invoiced portal to portal at the above rates.

5. An invoice will be submitted at the end of each month based on the work completed that month. Payment for the amount invoiced is due and payable within 30 days following receipt of EN Engineering invoice. Invoices not paid within 45 days of issue will incur a 1.5% per month interest charge.

6. Use of engineering software packages including, but not limited to, CYME, PSCAD, PSLF, PSSE, ASPEN, PTI, SKM, ETAP, etc., will be charged at the above rates for the engineer plus an hourly rate for the workstation of $24.00 per hour.

7. Use of CADD packages including, but not limited to, MicroStation, AutoCAD, PLS-CADD etc., will be charged at the above rates for the operator plus an hourly rate for the equipment of $15.00 per hour.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for basic and additional services and include those expenses incurred by EN Engineering in the interest of the project, as identified by the following clauses:

1. Automobile mileage will be reimbursed for actual miles traveled in the performance of services at a rate or as adjusted in accordance with IRS Standard Mileage Rate guidelines.

2 Reproduction services using in-house resources will be charged at the rates shown below:
   a. Plotting Charges: Color $ 1.00/S.F., B/W $0.20/S.F.
   b. Duplicating Charges:
      i. Black & White 8 ½ X 11: $ 0.10 Each; B/W 11 X 17: $0.20 Each
      ii. Color 8 ½ X 11: $ 0.40 Each; Color 11 X 17: $0.80 Each

   Duplicating and Plotting performed off-site by a third-party supplier will be charged at the indirect cost basis of actual cost plus 10%.

3 Direct costs incurred in performing the engineering services will be charged at **actual cost**. Such direct costs include but are not limited to the following:

   a. Expenses in connection with long distance communications, faxes, and cellular telephone charges associated with the

project.

b. Expenses in connection with authorized out-of-town travel shall include but not be limited to: air fares, automobile rental, lodging, meals, taxi fares, public transportation and parking.

c. Expense of postage, courier and messenger services, and handling drawings, specifications and other documents, in connection with the project.

d. Expenses of maps, records, abstract fees, permit fees, supplies etc.

e. Personal Protective Equipment (PPE) or other safety equipment that is specified as required by the company.

4. Indirect costs incurred related to the performing the engineering services will be charged at **actual cost plus 15%**. Such indirect costs shall include but not be limited to the following:

   a. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.

   b. Expenses to provide services supplied by a subcontractor or third-party consultant such as field survey services, environmental permitting services, land and right-of-way acquisition services, construction inspection services using a third-party subcontractor, or third-party geotechnical services.

   c. Expenses for special equipment that includes, but is not limited to: computer time rental, computer software and hardware, reference materials, tools, testing equipment, cameras, video gear, etc. which has been authorized by company for rental, lease, or purchase.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200004623

AMENDMENT NO. 1
TO AN AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
EN ENGINEERING, LLC DBA ENTRUST SOLUTIONS GROUP

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and EN Engineering, LLC a Delaware Limited Liability Company doing business as ENTRUST Solutions Group, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and EN Engineering, LLC" dated March 12, 2021, (Agreement) for the purpose of having Contractor provide general engineering services to support capital, operations, and maintenance projects and

B. Contractor is now known as EN Engineering, LLC dba ENTRUST Solutions Group and

C. The Parties now wish to amend the Agreement to update Contractor's name, extend the term, modify hold harmless and confidentiality terms, update Exhibit A and B, and add Exhibit E.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. All references in the original contract to EN Engineering, LLC shall be replaced with EN Engineering, LLC dba ENTRUST Solutions Group.

2. Section 1 of the Agreement is amended to read as follows:

   Exhibit A – Scope of Services

   Exhibit B – Compensation and Fee Schedule

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

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This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. Section 2 of the Agreement is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2026 ("Amended Term"). The Parties agree that this Agreement did not expire on the previous expiration date of November 30, 2025, and it remains valid through the new expiration date set forth in this Amendment No. 1."

4. Section 11 of the Agreement is amended to read as follows:

   a. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

   b. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any

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patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

c. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

d. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use

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the Confidential Information of the other Party for any commercial purpose.

e. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

f. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages

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shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

g. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

h. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

5. Section 14 of the Agreement is amended to read as follows:

a. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

b. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

c. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City

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for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

6. Section 26 of the Agreement is amended to read as follows

   "Neither Party shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty, tort or other legal theory, including but not limited to loss of financing, bonding, revenue, use, productivity or efficiency."

7. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached First Revised Exhibit A – Scope of Services, which is hereby incorporated into the Agreement

8. Exhibit B – Schedule of Fees is hereby deleted in its entirety and replaced with the attached First Revised Exhibit B – Compensation and Fee Schedule, which is hereby incorporated into the Agreement

9. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

(Signature on following page)

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The effective date of this Amendment No. 1 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Huyen Nguyen
975AA530EE97458...

GLEN R. GOOGINS
City Attorney

Dated: 4/22/2026 | 6:40 PM PDT

Signed by:
Aracely Azevedo
B68E71ED057D4F6...

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

EN ENGINEERING, LLC
a Delaware Limited Liability Company

Dated: 4/15/2026 | 7:25 AM PDT

By (Signature): Signed by:
467763AB07AC481...

Name: Jeff Giffen

Title: Chief Operations Officer

Principal Place of Business Address: 3333 Warrenville Rd.
Lisle, IL 60532

Email Address: jgiffen@entrustsol.com

Telephone: (630) 353-4000

"CONTRACTOR"

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FIRST REVISED EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering Contractor services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

1.2 To the extent not inconsistent with this Agreement, the City's SOQ SVP-19-005 (including subsequent updates) and Contractor's proposal response dated January 29, 2020, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ 19-20-25 or Contractor's proposal, the Agreement and this Exhibit shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Contractor will provide the following professional consulting services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.1 System planning for electric utility distribution and transmission systems

2.2 Project design and preparation of plans, specifications and engineer's estimate.

2.3 Distribution and transmission line conceptual design, feasibility, and permitting.

2.4 Substation conceptual design, feasibility, and permitting.

2.5 Support with substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as Western Electricity Coordinating Council (WECC), California Independent Systems Operator (CAISO), and Pacific Gas and Electric Company (PG&E).

2.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.

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2.9 Assess existing design standards and recommend revisions or new standards.

2.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.

2.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.

2.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.

2.13 Provide drafting support as needed

2.14 Contractor shall conduct all necessary meetings and interviews, minutes and interview summaries as requested, and provide copies to Silicon Valley Power (SVP).

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

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SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for general engineering services to support capital, operations and maintenance projects ("Project Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible Contractors with a Project Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 The names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

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6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in First Revised Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in First Revised Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview Contractors submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

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6.3.4 City will enter into negotiations with the highest-ranked Contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in First Revised Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3, the City and the selected Contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with First Revised Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work

6.4.1 Once City and the selected Contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E (“Work Authorization”) and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

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6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

6.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to

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Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

6.6.1.2 In the event work is required to maintain a critical SVP function or project schedule.

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

6.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

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6.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

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7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

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8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization or Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of the Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

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8.9 Should the City replace eBuilder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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FIRST REVISED EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except for those Services authorized at fixed price pursuant to Section 6 of First Revised Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in First Revised Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes

2.3.1 Rate Increase. Rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1 through the duration of the Agreement.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of First Revised Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of First Revised Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

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	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	SECTION 1. Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization and/or Purchase Order, (b) that the rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and/or Purchase Order and based on either (a) the percentage of Services

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completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization or Purchase Order and subject to the following.

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B1 TO FIRST REVISED EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of First Revised Exhibit A. The rates applicable for the Services are listed below in Table B1 (Labor Rates).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of First Revised Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1

HOURLY RATES EFFECTIVE DECEMBER 2, 2025 - DECEMBER 1, 2026	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$259.46
Sr. Project Manager / Lead Engineer	$220.81
Project Manager	$195.42
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$192.11
Project Engineer / Consulting Specialist	$175.54
Sr. Design Engineer / Sr. Project Controls	$154.57
Project Controls / Procurement Specialist / Design Coordinator	$132.50
Sr. GIS Analyst / Sr. Design Specialist	$123.65
GIS Analyst / Design Specialist	$114.82
Design Engineer / Specialist	$106.00
Sr. CADD Technician	$101.57
Project Assistant	$98.27
Sr. Design Technician / Sr. GIS Technician	$87.22
Design Technician / GIS Technician	$80.60
CADD Technician / GIS Associate	$71.77
Sr. Administrative Assistant	$69.56
HOURLY RATES EFFECTIVE DECEMBER 2, 2024 - DECEMBER 1, 2025	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$254.37
Sr. Project Manager / Lead Engineer	$216.48

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Project Manager	$191.59
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$188.34
Project Engineer / Consulting Specialist	$172.10
Sr. Design Engineer / Sr. Project Controls	$151.54
Project Controls / Procurement Specialist / Design Coordinator	$129.90
Sr. GIS Analyst / Sr. Design Specialist	$121.23
GIS Analyst / Design Specialist	$112.57
Design Engineer / Specialist	$103.92
Sr. CADD Technician	$99.58
Project Assistant	$96.34
Sr. Design Technician / Sr. GIS Technician	$85.51
Design Technician / GIS Technician	$79.02
CADD Technician / GIS Associate	$70.36
Sr. Administrative Assistant	$68.20
HOURLY RATES EFFECTIVE DECEMBER 2, 2023 - DECEMBER 1, 2024	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$249.38
Sr. Project Manager / Lead Engineer	$212.24
Project Manager	$187.83
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$184.65
Project Engineer / Consulting Specialist	$168.73
Sr. Design Engineer / Sr. Project Controls	$148.57
Project Controls / Procurement Specialist / Design Coordinator	$127.35
Sr. GIS Analyst / Sr. Design Specialist	$118.85
GIS Analyst / Design Specialist	$110.36
Design Engineer / Specialist	$101.88
Sr. CADD Technician	$97.63
Project Assistant	$94.45
Sr. Design Technician / Sr. GIS Technician	$83.83
Design Technician / GIS Technician	$77.47
CADD Technician / GIS Associate	$68.98
Sr. Administrative Assistant	$66.86
HOURLY RATES EFFECTIVE DECEMBER 2, 2022 - DECEMBER 1, 2023	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$244.49
Sr. Project Manager / Lead Engineer	$208.89
Project Manager	$184.15
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$181.03
Project Engineer / Consulting Specialist	$165.42

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Sr. Design Engineer / Sr. Project Controls	$145.66
Project Controls / Procurement Specialist / Design Coordinator	$124.85
Sr. GIS Analyst / Sr. Design Specialist	$116.52
GIS Analyst / Design Specialist	$108.20
Design Engineer / Specialist	$99.98
Sr. CADD Technician	$95.72
Project Assistant	$92.60
Sr. Design Technician / Sr. GIS Technician	$82.19
Design Technician / GIS Technician	$75.95
CADD Technician / GIS Associate	$67.63
Sr. Administrative Assistant	$65.55
HOURLY RATES EFFECTIVE DECEMBER 2, 2021 - DECEMBER 1, 2022	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$239.70
Sr. Project Manager / Lead Engineer	$204.00
Project Manager	$180.54
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$177.48
Project Engineer / Consulting Specialist	$162.18
Sr. Design Engineer / Sr. Project Controls	$142.80
Project Controls / Procurement Specialist / Design Coordinator	$122.40
Sr. GIS Analyst / Sr. Design Specialist	$114.24
GIS Analyst / Design Specialist	$106.08
Design Engineer / Specialist	$97.92
Sr. CADD Technician	$93.84
Project Assistant	$90.78
Sr. Design Technician / Sr. GIS Technician	$80.58
Design Technician / GIS Technician	$74.46
CADD Technician / GIS Associate	$66.30
Sr. Administrative Assistant	$64.26
HOURLY RATES EFFECTIVE DECEMBER 2, 2020 - DECEMBER 1, 2021	
POSITION	**HOURLY RATE**
Principal Engineer / Program Leader / Consulting Engineer	$235.00
Sr. Project Manager / Lead Engineer	$200.00
Project Manager	$177.00
Sr. Project Engineer / Sr. Consulting Specialist / Sr. Project Specialist	$174.00
Project Engineer / Consulting Specialist	$159.00
Sr. Design Engineer / Sr. Project Controls	$140.00
Project Controls / Procurement Specialist / Design Coordinator	$120.00
Sr. GIS Analyst / Sr. Design Specialist	$112.00

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GIS Analyst / Design Specialist	$104.00
Design Engineer / Specialist	$96.00
Sr. CADD Technician	$92.00
Project Assistant	$89.00
Sr. Design Technician / Sr. GIS Technician	$79.00
Design Technician / GIS Technician	$73.00
CADD Technician / GIS Associate	$65.00
Sr. Administrative Assistant	$63.00

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20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S200001367

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FLYNN RESOURCE CONSULTANTS INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Doug Boccignone, President
Flynn Resource Consultants Inc.
5440 Edgeview Drive
Discovery Bay, CA 94505
and by e-mail at dougbocc@flynnrci.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Digitally signed by Caio Arellano
Date: 2021.04.05 15:28:32 -07'00'

BRIAN DOYLE
City Attorney

Dated: 4/7/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FLYNN RESOURCE CONSULTANTS INC.
a California corporation

Dated: March 5, 2021
By (Signature):
Name: DOUG BOCCIGNONE
Title: President
Principal Place of Business Address: 5440 Edgeview Drive, Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephoue: (888) 634-7509
Fax: (888) 634-7509

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1.0 The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- 1.1 System planning for electric utility distribution and transmission systems
- 1.2 Project design and preparation of plans, specifications and engineer's estimate.
- 1.3 Distribution and transmission line conceptual design, feasibility, and permitting.
- 1.4 Substation conceptual design, feasibility, and permitting.
- 1.5 Support with substation communications, protection and control systems.
- 1.6 Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- 1.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
- 1.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
- 1.9 Assess existing design standards and recommend revisions or new standards.
- 1.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
- 1.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.
- 1.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.
- 1.13 Provide drafting support as needed.

2.0 Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

3.0 The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

4.0 When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement

for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

5.0 At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

EXHIBIT B
SCHEDULE OF FEES

1. This is a time and materials contract with a total not-to-exceed amount of $2,000,000.

2. Contractor shall provide services at the labor rates outlined in Table B-1

Table B-1	
Rates for Services – December 1, 2020 – November 30, 2021	
Labor Category	**Hourly Rate**
Principal	$340
Managing Consultant	$320
Senior Consultant-Power Engineer	$310
Senior Consultant	$280
Consultant	$230
Associate Consultant	$210
Analyst	$155
Support Services	$90

   Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing.

3. Specialized Software Costs:

   For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply.

   3.1. Power flow modeling - $310/month

   3.2. Short circuit modeling – $900/month

   3.3. OASIS Data - $1,350/month

   3.4. Market modeling - $4,465/month

4. Rate Adjustments: Rates outlined in Table B-1 of Section 3 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

5. Reimbursable Expenses

   5.1. City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.

   5.2. Travel and Per Diem:

5.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA):

https://www.gsa.gov/travel-resources

5.2.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

5.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses over $25.00. Airfare, if required, shall be at economy class.

5.2.4. Lodging and Meals. Lodging and meals will be charged at cost, with receipts provided for any expense over $25.00.

6. Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement.

Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FLYNN RESOURCE CONSULTANTS INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants Inc. a California Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Flynn Resource Consultants Inc.", dated April 7, 2021 (Agreement) to provide general engineering services as requested to the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Parties now wish to amend the Agreement to amend the scope of services and update the schedule of fees and payment provisions.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "AGREEMENT DOCUMENTS" is hereby deleted and replaced with the following:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum (if applicable)

   Exhibit E - Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations, and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is hereby amended and replaced with the following:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS". The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All Services performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit A – Scope of Services is hereby amended and replaced with the attached Exhibit A – Scope of Services – Amended December 1, 2024, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees is hereby amended and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended December 1, 2024, which is hereby incorporated into the Agreement.

5. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Dec 27, 2024 09:01 PST)
GLEN R. GOOGINS
City Attorney

Dated: 1/6/25

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FLYNN RESOURCE CONSULTANTS INC.
a California Corporation

Dated: 12/19/2024
By (Signature): Douglas A. Boccignone
Name: DOUG BOCCIGNONE
Title: President
Principal Place of Business Address: 5440 Edgeview Drive, Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephone: (888) 634-7509

"CONTRACTOR"

EXHIBIT A – SCOPE OF SERVICES
AMENDED DECEMBER 1, 2024

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering consultant services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

SECTION 2. SERVICES TO BE PERFORMED

Contractor shall perform general engineering consulting services as requested by the City to support capital, operations, and maintenance projects pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations.

2.1 System planning for electric utility distribution and transmission systems.

2.2 Project design and preparation of plans, specifications and engineer's estimate.

2.3 Distribution and transmission line conceptual design, feasibility, and permitting.

2.4 Substation conceptual design, feasibility, and permitting.

2.5 Support for substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as Western Electric Coordinating Council (WECC), California Independent System Operator (CAISO), and PG&E

2.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.

2.9 Assess existing design standards and recommend revisions or new standards.

2.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.

2.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.

2.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.

2.13 Provide drafting support as needed.

2.14 Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP

2.15 At the conclusion of each project, Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for General Engineering Services ("Master Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will request all eligible contractors with a Master Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to be considered to perform the Services included in a CFP, Contractor will prepare and submit a written Proposal to City. Contractor must include all information requested by City in its CFP in the format requested by City including the following:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 Where applicable, a final acceptance criteria

6.3.1.8 A cost itemization of the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B for Contractor

6.3.1.8.2 Subconsultant or Subcontractor scope or quote including hours and hourly rates. Contractor shall indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 A breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview contractors submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work,

schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all items listed in Section 6.3.1.8, the City and the selected contractor may negotiate whether the cost will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work

6.4.1 Once City and Contractor, if selected, agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the Services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorizations in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and

conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.5.3.1 If the City requires additional work after the applicable Work Authorization has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes

in staff, or other changes that are not directly related to changes requested by City.

6.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.7 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is the following as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.8 Each Work Authorization and Purchase Order including revised Work Authorizations and changed Purchase Orders shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.9 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

6.10 The City (through the individuals listed in Section 6.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.12 Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the

designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of

project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be

responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

8.9 Should the City replace e-Builder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

EXHIBIT B - SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED DECEMBER 1, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except where fixed price is authorized according to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes:

2.3.1 Rate Increase. After the first two (2) years of the Agreement, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such

reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization

and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following.

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of Exhibit A. The rates applicable for the Services provided at hourly rates are listed in Table B1 (Hourly Rates) and Table B2 (Other Rates).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1 – HOURLY RATES

POSITION	Dec 2020-Dec 2021	Jan 2023 – Dec 2023	Jan 2024 – Dec 2024	Jan 2025 – Dec 2025
Principal	$340	$370	$380	$390
Managing Consultant	$320	$350	$360	$370
Senior Consultant – Power Engineer	$310	$340	$350	$360
Senior Consultant	$280	$305	$315	$325
Consultant	$230	$250	$258	$265
Associate Consultant	$210	$230	$235	$240
Analyst	$155	$170	$175	$180
Support Services	$90	$95	$97	$100

TABLE B2 – OTHER RATES

Service	Dec 2020-Dec 2021	Jan 2023 – Dec 2023	Jan 2024 – Dec 2024	Jan 2025 – Dec 2025
Power Flow Modeling	$310/month	$340/month	$350/month	$360/month
Short Circuit Modeling	$900/month	$980/month	$1,020/month	$1,050/month

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Flynn Resource Consultants, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____ dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S200004638

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND LEIDOS ENGINEERING, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Leidos Engineering, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Contractor or City be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mpineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Leidos Engineering, LLC
Attention: David Plews
1417 Fourth Avenue, Suite 300
Seattle, WA 98101
and by e-mail at David.H.Plews@leidos.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 9

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Caio Arellano Digitally signed by Caio Arellano Date: 2021.02.09 15:44:22 -08'00'

BRIAN DOYLE
City Attorney

Dated: 2/8/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LEIDOS ENGINEERING, LLC
a Delaware limited liability company

Dated: 12/18/2020
By (Signature): Alex Kim
Name: Alex Kim
Title: Contract Representative
Principal Place of Business Address: 1417 Fourth Avenue, Suite 300, Seattle, WA 98101
Email Address: Alex.Kim@leidos.com
Telephone: (206) 695-4605
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- System planning for electric utility distribution and transmission systems
- Project design and preparation of plans, specifications and engineer's estimate.
- Distribution and transmission line conceptual design, feasibility, and permitting.
- Substation conceptual design, feasibility, and permitting.
- Support with substation communications, protection and control systems.
- Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
- Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
- Assess existing design standards and recommend revisions or new standards.
- Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
- Assess existing maintenance practices or standards and recommend revisions or create new standards.
- Provide design, specification and cost estimates associated with the distribution system including street lighting.
- Provide drafting support as needed.

Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract with a total not-to-exceed amount of $2,000,000.

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021 and every subsequent December 1st through the duration of the Agreement.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing.

Job Description	Proposed Rate
Project Manager I	$130.00
Project Manager II	$161.00
Project Manager III	$188.00
Program Manager	$237.00
Project Analyst / Scheduler	$121.00
Engineering Technician I	$80.00
Engineering Technician II	$96.00
Engineering Technician III	$125.00
Engineer I	$104.00
Engineer II	$121.00
Engineer III	$147.00
Project Engineer I	$129.00
Project Engineer II	$157.00
Project Engineer III	$185.00
Principal Engineer	$223.00
CAD Technician I	$73.00
CAD Technician II	$79.00
CAD Technician III	$84.00
CAD Lead	$94.00
Administrative Support	$69.00

27. EXPENSES (IF APPLICABLE AND APPROVED):

- Per Diem – US Federal Government Standard
- Materials – Actual Cost
- Travel Cost – Actual Cost
- Outside Services – Actual Cost +10%
- Mileage – IRS Standard Rate in Effect

*Per Exhibit B, the above rates shall increase by 2% annually starting on December 1, 2021 and thereafter on every subsequent December 1st through the duration of the Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200004638

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LEIDOS ENGINEERING, LLC

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Leidos Engineering, LLC, a Delaware Limited Liability Company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled Agreement for Design Professional Services Between the City of Santa Clara, California, and Leidos Engineering, LLC dated February 12, 2021, (Agreement) for the purpose of having Contractor provide general engineering services to support capital, operations, and maintenance projects; and

B. The Parties now wish to amend the Agreement to extend the term, modify hold harmless and confidentiality terms, update Exhibit A and B, and add Exhibit E.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement is amended to read as follows:

   The documents forming the entire Agreement between the City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Compensation and Fee Schedule

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

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This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. Section 2 of the Agreement is amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2027."

3. Section 11 of the Agreement is amended in its entirety to read as follows:

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving

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Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

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E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

4. Section 14 of the Agreement is amended in its entirety to read as follows:

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

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5. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended July 1, 2025, which is hereby incorporated into the Agreement

6. Exhibit B – Schedule of Fees is hereby deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended July 1, 2025, which is hereby incorporated into the Agreement

7. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The effective date of this Amendment No. 1 is the date of City's execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 8/18/2025 | 12:14 PM PDT

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LEIDOS ENGINEERING, LLC
a Delaware Limited Liability Company

Dated: August 1, 2025

By (Signature): Alex Kim
Name: Alex Kim
Title: Contracts Manager
Principal Place of Business Address: 1750 Presidents Street Reston, VA 20190
Email Address: Alex.Kim@Leidos.com
Telephone: (206) 695-4605

"CONTRACTOR"

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LEIDOS ENGINEERING, LLC
EXHIBIT A – SCOPE OF SERVICES
AMENDED JULY 1, 2025

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering consultant services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

1.2 To the extent not inconsistent with this Agreement, the City's SOQ SVP-19-005 (including subsequent updates) and Contractor's proposal response dated January 29, 2020, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ 19-20-25 or Contractor's proposal, the Agreement and this Exhibit shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Contractor will provide the following professional consulting services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.1 System planning for electric utility distribution and transmission systems

2.2 Project design and preparation of plans, specifications and engineer's estimate.

2.3 Distribution and transmission line conceptual design, feasibility, and permitting.

2.4 Substation conceptual design, feasibility, and permitting.

2.5 Support with substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as Western Electricity Coordinating Council (WECC), California Independent Systems Operator (CAISO), and Pacific Gas and Electric Company (PG&E).

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2.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.

2.9 Assess existing design standards and recommend revisions or new standards.

2.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.

2.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.

2.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.

2.13 Provide drafting support as needed

2.14 Contractor shall conduct all necessary meetings and interviews, minutes and interview summaries as requested, and provide copies to Silicon Valley Power (SVP).

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

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SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for general engineering services to support capital, operations, and maintenance projects ("Project Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible consultants with a Project Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

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6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 The names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's

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Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3, the City and the selected consultant may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work

6.4.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the

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Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has

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been requested by the City including the changed work schedule and associated costs.

6.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

6.6.1.2 In the event work is required to maintain a critical SVP function or project schedule.

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also

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include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

6.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, (4) Proposal; and (5) Contractor's response to SOQ 19-20-25.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the

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designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor’s sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor’s training program shall follow Contractor’s standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City’s request, Contractor shall submit copies of training records for its employees.

SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of

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project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization or Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of the Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing

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forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

8.9 Should the City replace eBuilder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except for those Services authorized at fixed price pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes

2.3.1 Rate Increase. Rates shall have an annual escalation of 2% starting on December 1, 2021, and every subsequent December 1 through the duration of the Agreement.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

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	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization and/or Purchase Order, (b) that the rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and/or Purchase Order and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization or Purchase Order and subject to the following.

3.2.1 Invoices must include the following information:

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3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment within thirty (30) days of receipt.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of Exhibit A. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B2 (Other Charges).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1

Job Description	Hourly Rate 12/1/2020 - 11/30/2021	Hourly Rate 12/1/2021 - 11/30/2022	Hourly Rate 12/1/2021 - 11/30/2023	Hourly Rate 12/1/2023 - 11/30/2024	Hourly Rate 12/1/2024 - 11/30/2025
Project Manager I	$130.00	$132.60	$135.25	$137.96	$140.72
Project Manager II	$161.00	$164.22	$167.50	$170.85	$174.27
Project Manager III	$188.00	$191.76	$195.60	$199.51	$203.50
Program Manager	$237.00	$241.74	$246.57	$251.51	$256.54
Project Analyst/ Scheduler	$121.00	$123.42	$125.89	$128.41	$130.97
Engineering Technician I	$80.00	$81.60	$83.23	$84.90	$86.59
Engineering Technician II	$96.00	$97.92	$99.88	$101.88	$103.91
Engineering Technician III	$125.00	$127.50	$130.05	$132.65	$135.30
Engineer I	$104.00	$106.08	$108.20	$110.37	$112.57
Engineer II	$121.00	$123.42	$125.89	$128.41	$130.97
Engineer III	$147.00	$149.94	$152.94	$156.00	$159.12
Project Engineer I	$129.00	$131.58	$134.21	$136.90	$139.63
Project Engineer II	$157.00	$160.14	$163.34	$166.61	$169.94
Project Engineer III	$185.00	$188.70	$192.47	$196.32	$200.25
Principal Engineer	$223.00	$227.46	$232.01	$236.65	$241.38
CAD Technician I	$73.00	$74.46	$75.95	$77.47	$79.02
CAD Technician II	$79.00	$80.58	$82.19	$83.84	$85.51
CAD Technician III	$84.00	$85.68	$87.39	$89.14	$90.92
CAD Lead	$94.00	$95.88	$97.80	$99.75	$101.75
Administrative Support	$69.00	$70.38	$71.79	$73.22	$74.69

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WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Leidos Engineering, LLC ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

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1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

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5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement for Design Professional Services

EBIX Insurance No. S20004515

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND STANTEC CONSULTING SERVICES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc., a New York Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three million dollars ($3,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mpineda@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Damon Lee, Principal, Pacific Region Lead
Stantec Consulting Services, Inc.
555 Capitol Mall, Suite 650
Sacramento, CA 95814-4583
e-mail at damon.lee@stantec.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Caio Arellano Digitally signed by Caio Arellano Date: 2021.02.05 10:51:32 -08'00'

BRIAN DOYLE
City Attorney

Dated: 2/9/2021

by DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
A New York corporation

Dated: 12/18/20

By (Signature):

Name: David Haywood

Title: Sr. Vice President, BCOL

Principal Place of Business Address: 901 Ponce de Leon Boulevard Suite 900 Coral Gables, FL 33134

Email Address: David.haywood@stantec.com

Telephone: (786) 313-5519

Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- Act as project manager for the following activities:
  - Project permitting including support of CEQA determinations
  - Land acquisition
  - Project design and preparation of Plans, Specifications and Engineer's Estimate
  - Bid support
  - Construction support
  - Record drawings and Project Closeout
- System planning for electric utility distribution and transmission systems
- Distribution and transmission line conceptual design, feasibility, and permitting.
- Substation conceptual and/or detail design, feasibility, and permitting.
- Support with substation communications, protection and control systems.
- Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- Conduct load flow, short circuit studies and arc flash studies as needed.
- Conduct Distributed Energy Resource interconnection studies as needed.
- Assess existing design standards and recommend revisions or new standards.
- Assess existing maintenance practices or standards and recommend revisions or create new standards.
- Provide drafting support as needed.

Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed

by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

This is a time and materials contract with a total not-to-exceed amount of $3,000,000.

All labor and expense rates shall have an annual escalation of 2% starting on December 1, 2021 and every subsequent December 1st through the duration of the Agreement.

Any work requiring overtime rates shall be expressly identified and approved in writing by the City prior to the work commencing.

RATES

January 1, 2020 through December 31, 2023

PROJECT MANAGEMENT	2020	2021	2022	2023
Project Manager - Principal	$216	$220	$225	$229
Project Manager - Assistant	$180	$184	$187	$191
Project Controls - Manager	$211	$215	$220	$224
Sr. Project Control Analyst	$180	$184	$187	$191
Project Controls				
Project Controls/Scheduler	$139	$142	$145	$148
Principal Cost Estimator	$206	$210	$214	$219
Cost Estimator	$139	$142	$145	$148
Sr. Administrative / Sr. Project Coordination Support	$133	$136	$138	$141
Administrative / Project Coordination Support	$121	$123	$126	$128
ENGINEERING				
Engineer - Manager	$216	$220	$225	$229
Sr. Engineer	$180	$184	$187	$191
Engineer	$144	$147	$150	$153
Engineer-in-Training	$132	$135	$137	$140
Sr. Designer	$155	$158	$161	$164
Designer	$141	$144	$147	$150
Sr. Drafter	$135	$138	$140	$143
Drafter	$121	$123	$126	$128
ENVIRONMENTAL SERVICES/PERMITTING/LAND AQUISITION				
Senior Permitting Lead	$166	$169	$173	$176
Permitting Support	$136	$139	$141	$144
Sr. Environmental Planner/Biologist	$182	$186	$189	$193
Environmental Planner/Biologist	$136	$139	$141	$144

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed $850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed $3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed $2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the

ten (10) master agreements was authorized with an aggregate maximum compensation of $25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from $3 million to $11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to $33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of $50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified $300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from $850,000 to $1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly $500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the $500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of $30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread $80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions and do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to $1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of $30 million for a new aggregate maximum compensation of $80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with; (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc., a New York corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between City of Santa Clara, California and Stantec Consulting Services, Inc.," dated February 9, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Parties entered into the Agreement to update the scope to include a work authorization process and increase maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled Agreement Documents is amended in its entirety to read as follows:

   The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

   This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is seven million five hundred thousand dollars ($7,500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

3. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 1, 2023, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended November1, 2023, which is hereby incorporated into the Agreement.

5. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Glen R. Googins
City Attorney

Dated: 12/6/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: 11/10/2023

By (Signature):
Name: Richard Kodera
Title: Vice President, Power Delivery
Principal Place of Business Address: 300 Primera Blvd, Ste 300, Lake Mary, FL 32746
Email Address: richard.kodera@stantec.com
Telephone: 321-247-2580

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND STANTEC CONSULTING SERVICES, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 1, 2023

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation / project management services include but are not limited to:
   - 1.1. Act as project manager for the activities such as, but not limited to:
     - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations
     - 1.1.2. Land acquisition
     - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate
     - 1.1.4. Bid support
     - 1.1.5. Construction support
     - 1.1.6. Record drawings and project closeout
   - 1.2. Perform system planning for electric utility distribution and transmission systems
   - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
   - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
   - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
   - 1.8. Assess existing design standards and recommend revisions or new standards.
   - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.10. Provide drafting support as needed.
   - 1.11. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.

1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. WORK AUTHORIZATION PROCESS

2.1. Contractor acknowledges that Contractor is one of five (5) firms selected to perform Plan Implementation Services, pursuant to [Number of agreements] separate agreements (collectively, the "Plan Implementation Agreements"). Specific Services will be assigned as set forth below.

2.2. City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and Purchase Order.

2.3. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves and final approval for each Approved Work Authorization.

2.4. When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.

2.5. Work Request

2.5.1. When plan implementation Services are required, SVP will notify one or more contractors under contract for Plan Implementation Services to provide a proposal for Services.

2.5.2. SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

2.6. Proposal

2.6.1. If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

2.6.1.1. The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

2.6.1.2. A work plan that includes a detailed description by task of the services to be performed.

2.6.1.3. A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

2.6.1.4. A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

2.6.1.5. Any required drawings or documents.

2.6.1.6. A list of City responsibilities.

2.6.1.7. An itemized cost proposal showing:

2.6.1.7.1. Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

2.6.1.7.2. Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

2.6.1.7.3. Parts/materials

2.6.1.7.4. Rental and/or specialty equipment

2.6.1.7.5. Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

2.6.1.7.6. Any additional costs including, but not limited to freight, permits, fees.

2.6.1.7.7. Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

2.6.1.7.8. Estimated total cost including sales tax.

2.6.1.7.9. All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

2.6.1.7.10. Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

2.6.2. The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

2.7. Work Authorization:

2.7.1. If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

2.7.2. To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

2.7.3. Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

2.7.4. Each Approved Work Authorization shall have a Purchase Order attached to it.

2.7.5. Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.

2.7.6. Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

2.8. Changes to Work Authorization:

2.8.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

2.8.2. Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

2.8.3. In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes

to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed purchase order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

2.8.4. Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase order or changed Purchase order.

2.9. Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

2.10. An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

2.11. Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

2.12. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

2.13. The City (through the individuals listed in section 2.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

2.14. Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

2.15. SVP shall not be required to pay a deposit or any other form of pre- payment prior to the Contractor beginning work.

2.16. Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.2. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

3.3. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

3.5. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.6. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

3.7. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.8. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If

a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

3.8.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

3.8.5. Requests for Information (RFI's);

3.8.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

3.8.7. Pay Applications;

3.8.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;

3.8.9. Pre-Task Plans (PTPs);

3.8.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;

3.8.11. Quality Control (QC) Documentation

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

3.8.13. Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND STANTEC CONSULTING SERVICES, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED NOVEMBER 1, 2023

1. Compensation:
   1.1. This is a time and materials agreement
   1.2. The maximum amount of compensation to be paid to Contractor during the Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement .
   1.3. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.
   1.4. The City does not guarantee any minimum compensation under this Agreement.

2. Rates
   2.1. Services shall be provided according to the rates in Table B-1 – HOURLY RATES.
   2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.
   2.3. Rate Adjustments. Contractor may increase rates annually beginning January 1, 2024, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. Except for the annual escalation described in this section, all rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved).

3. Reimbursable Expenses
   3.1. City Requested Expenses. Contractor shall not be entitled to reimbursement of its expenses without the prior written approval of the City. Outside services such as, but not limited to outside reprographic services, subcontractor materials and equipment, will be invoiced at cost. Subcontractor services will be invoiced at cost plus 10%.
   3.2. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in

providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

3.3. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

3.3.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

3.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

3.3.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses. Airfare and rental car, if required, shall be at economy class.

4. Invoicing and Payments:

4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

4.2. All monthly invoices shall include

4.2.1. PO number,

4.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.

4.2.4. Where applicable, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

4.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

TABLE B-1 HOURLY RATES

	Jan. 1, 2020 – Dec. 31, 2020	Jan. 1, 2021 - Dec. 31, 2021	Jan. 1, 2022 – Dec. 31, 2022	Jan. 1, 2023 – Dec. 31,2023
PROJECT MANAGEMENT				
Project Manager - Principal	$216	$220	$225	$229
Project Manager – Assistant	$180	$184	$187	$191
Project Controls – Manager	$211	$215	$220	$224
Sr. Project Control Analyst	$180	$184	$187	$191
Project Controls/Scheduler	$139	$142	$145	$148
Principal Cost Estimator	$206	$210	$214	$219
Cost Estimator	$139	$142	$145	$148
Sr. Administrative/Sr. Project Coordination Support	$133	$136	$138	$141
Administrative/Project Coordination Support	$121	$123	$126	$128
ENGINEERING				
Engineer-Manager	$216	$220	$225	$229
Sr. Engineer	$180	$184	$187	$191
Engineer	$144	$147	$150	$153
Engineer-in-Training	$132	$135	$137	$140
Sr. Designer	$155	$158	$161	$164
Designer	$141	$144	$147	$150
Sr. Drafter	$136	$138	$140	$143
Drafter	$121	$123	$126	$128
ENVIRONMENTAL SERVICES/PERMITTING/LAND ACQUISITION				
Senior Permitting Lead	$166	$169	$173	$176
Permitting Support	$136	$139	$141	$144
Sr. Environmental Planner/Biologist	$182	$186	$189	$193
Environmental Planner/Biologist	$136	$139	$141	$144

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and [Enter Contractor's Name] ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 8 of Exhibit A and Section 5 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☒ Time & Materials ☒ Fixed Fee

b. Reimbursable Expenses:

☒ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☒ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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AMENDMENT NO. 2
FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc. a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc., dated February 9, 2021, (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation and extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT", is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2029."

2. Section 6 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT", is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is fifteen million five hundred thousand dollars

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($15,500,000) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 5/9/2025 | 11:22 AM PDT

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: 5/1/2025 | 8:30 AM PDT

DocuSigned by:
By (Signature): Gregory Rollins
A29EB956031344D...
Name: Gregory Rollins
Title: Vice President, Energy & Resources
Principal Place of Business Address: 601 SW 2nd Ave, Suite 1400 Portland, OR 97204
Email Address: gregory.rollins@stantec.com
Telephone: (503) 704-8542

"CONTRACTOR"

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Ebix Insurance No. S200004515

AMENDMENT NO. 3
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc. a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc., dated February 9, 2021, (Agreement) for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023, Amendment No. 2, dated May 9, 2025, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update Exhibit A (Scope of Services) and Exhibit B (Schedule of Fees and Payment Provisions).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement as Amended is hereby deleted and replaced with the following:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

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Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 11 of the Agreement as Amended is amended in its entirety to read as follows:

   A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

   B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving

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Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

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E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

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G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement."

3. Section 14 of the Agreement as Amended is amended in its entirety to read as follows:

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

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4. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended August 15, 2025, which is hereby incorporated into the Agreement

5. Exhibit B – Schedule of Fees is hereby deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended August 15, 2025, which is hereby incorporated into the Agreement

6. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

7. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

(Signature on next page)

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

The effective date of this Amendment No. 3 is the date of City's execution of this amendment.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FG81448...
GLEN R. GOOGINS
City Attorney

Dated: 10/30/2025 | 3:57 PM PDT

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: _____

By (Signature): Rollins, Gregory Digitally signed by Rollins, Gregory Date: 2025.10.09 17:17:05 -07'00'

Name: Gregory Rollins

Title: Vice President, Energy & Resources

Principal Place of Business Address: 601 SW 2nd Ave., Suite 1400 Portland, Oregon 97204

Email Address: Gregory.rollins@stantec.com

Telephone: (503) 704-8542

"CONTRACTOR"

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AMENDMENT NO. 3
TO A MASTER AGREEMENT FOR DESIGN SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
STANTEC CONSULTING SERVICES INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED: AUGUST 15, 2025

SECTION 1. GENERAL

1.1. Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering Contractor services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

1.2. To the extent not inconsistent with this Agreement, the City's SOQ SVP-19-005 (including subsequent updates) and Contractor's proposal response dated January 29, 2020, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ SVP-19-005 or Contractor's proposal, the Agreement and Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Contractor will provide the following professional consulting services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.2 Act as project manager for required activities such as, but not limited to:

2.2.1 Project permitting including support of California Environmental Quality Act (CEQA) determinations

2.2.2 Land acquisition

2.2.3 Project design and preparation of plans, specifications and engineer's estimate.

2.2.4 Bid support

2.2.5 Construction support and construction management

2.2.6 Record drawings and project closeout

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2.3 Perform system planning for electric utility distribution and transmission systems

2.4 Prepare distribution and transmission line conceptual design, feasibility, and permitting.

2.5 Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as WECC, CAISO, and PG&E.

2.7 Conduct load flow, short circuit studies and arch flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) interconnection studies as needed.

2.9 Assess existing design standards and recommend revisions or new standards

2.10 Assess existing maintenance practices or standards and recommend revisions or create new standards.

2.11 Provide drafting support as needed.

2.12 The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.

2.13 At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, docx. xlsx, xml, dwg, dwg, sav formats as applicable and that are not proprietary in nature.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration

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date of certificate and signature of the design professional responsible for their preparation.

SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects ("Project Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible consultants with a Project Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

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6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 The names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for

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the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview Contractors submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked Contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3, the City and the selected Contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

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6.4 Authorization of Work

6.4.1 Once City and the selected Contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit

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justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

6.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

6.6.1.2 In the event work is required to maintain a critical SVP function or project schedule.

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal

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authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

6.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

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SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

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SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization or Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as

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possible in connection with all document and information management required in the performance of the Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

8.9 Should the City replace e-Builder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED AUGUST 15, 2025

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except for those Services authorized at fixed price pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes

2.3.1 Rate Increase. After the first two (2) years of the Agreement, rate increases may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase.

2.3.2 Rate Changes. Contractor may adjust hourly labor rates on each anniversary during the term of the Agreement. Price adjustments will be made in accordance with the percentage change in the Consumer Price Index (CPI-U) for all Urban Consumers from the San Francisco-Oakland-Hayward area, published by the U.S. Bureau of Labor Statistics. The price adjustment will be determined using the 12-Month Percent Change with a base period of 1982-1984=100.

2.3.3 Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.4 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the

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required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization and/or Purchase Order, (b) that the rates

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listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and/or Purchase Order and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization or Purchase Order and subject to the following.

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of Exhibit A. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B2 (Other Charges).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

	Jan. 1, 2020 – Dec 31, 2020	Jan. 1, 2021 - Dec. 31, 2021	Jan. 1, 2022 – Dec 31, 2022	Jan. 1, 2023 – Dec 31, 2023	Jan 1, 2024 - Dec 31, 2024	Jan 1, 2025 - Dec 31, 2025	Jan 1, 2026 - Dec 31, 2026
PROJECT MANAGEMENT							
Project Manager - Principal	$216	$220	$225	$229	$237	$244	$249
Project Manager – Assistant	$180	$184	$187	$191	$197	$203	$207
Project Controls – Manager	$211	$215	$220	$224	$232	$239	$244
Sr. Project Control Analyst	$180	$184	$187	$191	$197	$203	$207
Project Controls/Scheduler	$139	$142	$145	$148	$153	$157	$160
Principal Cost Estimator	$206	$210	$214	$219	$226	$233	$238
Cost Estimator	$139	$142	$145	$148	$153	$157	$160
Sr. Administrative/Sr. Project Coordination Support	$133	$136	$138	$141	$146	$150	$153
Administrative/Project Coordination Support	$121	$123	$126	$128	$132	$136	$139
ENGINEERING							
Engineer-Manager	$216	$220	$225	$229	$237	$244	$249
Sr. Engineer	$180	$184	$187	$191	$197	$203	$207
Engineer	$144	$147	$150	$153	$158	$163	$166
Engineer-in-Training	$132	$135	$137	$140	$145	$149	$152
Sr. Designer	$155	$158	$161	$164	$170	$175	$179
Designer	$141	$144	$147	$150	$155	$159	$162
Sr. Drafter	$136	$138	$140	$143	$148	$152	$155
Drafter	$121	$123	$126	$128	$132	$136	$139
ENVIRONMENTAL SERVICES / PERMITTING / LAND ACQUISITION							
Senior Permitting Lead	$166	$169	$173	$176	$182	$187	$191
Permitting Support	$136	$139	$141	$144	$149	$153	$156
Sr. Environmental Planner/Biologist	$182	$186	$189	$193	$200	$206	$210
Environmental Planner/Biologist	$136	$139	$141	$144	$149	$153	$156

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Construction Manager	–	–	–	–	–	$255	$260
HSSE Inspector	–	–	–	–	–	$238	$243
Electrical Inspector	–	–	–	–	–	$225	$230

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EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Stantec Consulting Services Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric*		

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Utility Operating Officer, Chief Electric Utility Officer

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 11 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay the City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization. Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

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5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S20004515

AMENDMENT NO. 4
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
STANTEC CONSULTING SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 4) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Stantec Consulting Services, Inc. a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "*Agreement for Design Professional Services between the City of Santa Clara, California and Stantec Consulting Services, Inc.", dated February 9, 2021 (Agreement) for the purpose of having Contractor provide plan implementation/project management services as required by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP);

B. The Agreement was previously amended by Amendment No. 1, dated December 6, 2023, Amendment No. 2, dated May 9, 2025, Amendment No. 3, dated October 30, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update reimbursable allowances.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2.4 of Exhibit B of the Agreement as Amended is hereby amended to read as follows:

   "Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient

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documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates. Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required	No Markup

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	Reimbursable Expense Schedule	Mark Up
	for reimbursement. Housing Allowance in Lieu of Meal and Lodging Per Diem: Effective July 1, 2025, any employees of Contractor who are required to stay at the project site for more than ten (10) business days may elect to receive a housing allowance in lieu of the standard meal and lodging per diem. If Contractor elects to use corporate housing, a personal residence, or a short-term rental in lieu of commercial lodging during the project engagement, written work authorization from the City is required. Upon such authorization, the City shall reimburse Contractor at a daily rate equal to the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of both hotel lodging costs and meal per diem. Contractor shall certify that no other lodging or meal reimbursements are being claimed for the same period. Receipts are not required for Contractor electing this housing option.	
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The effective date of this Amendment No. 4 is the date of City's execution of this amendment.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 4/1/2026 | 10:52 AM PDT

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

DocuSigned by:
Jovan D. Grogan
5EAB88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

STANTEC CONSULTING SERVICES, INC.
a New York corporation

Dated: 3/19/2026 | 1:22 PM PDT

By (Signature): DocuSigned by: Gregory Rollins A29EB956031344D...
Name: Gregory Rollins
Title: Vice President, Energy & Resources
Principal Place of Business Address: 601 SW 2nd Ave., Suite 1400 Portland, Oregon 97204
Email Address: gregory.rollins@stantec.com
Telephone: (503) 704-8542
Fax: N/A

"CONTRACTOR"

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION
1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT
1. Agreement for Design Professional Services

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EBIX Insurance No. S200004640

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRC SOLUTIONS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials covered by this Agreement shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace defective materials, City may make corrections or replace materials charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services in accordance with the Standard of Care, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the specifications, requirements, and instructions upon which this Agreement is based and consistent with the professional standards of a specialist in the same discipline in the State of

California ("Standard of Care"). Such Standard of Care is not a warranty or guarantee. Contractor agrees to promptly replace or correct any Services that fail to meet the Standard of Care.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is ~~three million dollars ($3,000,000)~~ two million ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

City TRC

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. Upon termination, Contractor shall recover payment for all Services performed plus all proven costs associated with the termination.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material exclusively prepared pursuant to this Agreement, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any

expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, and employees, and agents("Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, arising out of third party bodily injury, disease, death, or property damage (excluding damages for loss of use) arising out of the Services performed, but only to the extent such bodily injury, disease, death, or property damage is caused by the negligence, or intentional misconduct of the Contractor, its employees, subcontractors, or agents in the performance of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Each party agrees that waiver by the other party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

TRC Solutions, Inc.
17911 Von Karman Ave., Suite 400
Irvine, CA 92614
and by e-mail at CBisard@trccompanies.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement,

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regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's breach or termination of the Agreement.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Digitally signed by Caio Arellano
Date: 2021.06.11 14:12:44 -07'00'

BRIAN DOYLE
City Attorney

Dated: 6/16/2021

by DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 5/21/2021

By (Signature): DocuSigned by: Edward Myszka
Name: EDWARD MYSZKA
Title: President, Power Sector
Principal Place of Business Address: 17911 Von Karman Ave., Suite 400, Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT A - SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1.0 The Contractor shall perform general engineering services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

- 1.1 System planning for electric utility distribution and transmission systems
- 1.2 Project design and preparation of plans, specifications and engineer's estimate.
- 1.3 Distribution and transmission line conceptual design, feasibility, and permitting.
- 1.4 Substation conceptual design, feasibility, and permitting.
- 1.5 Support with substation communications, protection and control systems.
- 1.6 Assist with third party plan submissions such as WECC, CAISO, and PG&E.
- 1.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
- 1.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
- 1.9 Assess existing design standards and recommend revisions or new standards.
- 1.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
- 1.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.
- 1.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.
- 1.13 Provide drafting support as needed.

2.0 Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

3.0 The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

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4.0 When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

5.0 At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT B - SCHEDULE OF FEES

1. This is a time and materials contract with a total not-to-exceed amount of $2,000,000.
2. Contractor shall provide services at the labor rates outlined in Table B-1.

Table B-1

Job Category	Labor Classification	Rate
Power System Studies	Manager	$210.00
	Principal Power System Engineer	$195.00
	Senior Power System Engineer	$175.00
	Power System Engineer	$148.50
	Associate Power System Engineer	$120.00
Engineering *Substation Transmission*	Manager	$210.00
	Principal Engineer	$181.50
	Senior Engineer	$165.00
	Engineer	$148.50
	Associate Engineer	$118.00
	Lead Designer	$154.00
	Senior Designer	$121.00
	Designer	$109.00
	Drafter	$88.00
Engineering *Distribution*	Principal Distribution Engineer	$160.20
	Senior Distribution Engineer (Level IV)	$140.00
	Senior Distribution Engineer (Level III)	$130.38
	Distribution Engineer (Level II)	$118.00
	Associate Distribution Engineer (Level I)	$109.00
	Lead Designer	$115.00
	Senior Designer	$109.00
	Designer	$104.00
	Drafter/GIS Specialist	$88.00
Project Management	Senior Project Manager	$181.50
	Project Manager	$165.00
	Project Coordinator	$115.00
	Project Controls Scheduler	$150.00

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3. Rate Adjustments. Rates outlined in Table B-1 of Section 2 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

4. Reimbursable Expenses

   4.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost.

   4.2. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

      4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

      4.2.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

      4.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

   4.3. Subcontracts: A fee of 10% will be added to the invoice cost of subcontracts managed by TRC.

   4.4. An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP.

5. Invoicing and Payments:

   Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT C - INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

A. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

B. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

C. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

A. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

B. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

C. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

A. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

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or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

B. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

C. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

D. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

A. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

B. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

C. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

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I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for

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audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

D. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200004640

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc." dated June 16, 2021, (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide general consulting services to support capital, operations, and maintenance projects and now wish to amend the Agreement to update the scope including authorization of work and update hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled Agreement Documents is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 1, 2023, which is hereby incorporated into the Agreement.

3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended November 1, 2023, which is hereby incorporated into the Agreement.

4. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Nov 28, 2023 13:31 PST)
GLEN R. GOOGINS
City Attorney

Dated: 11/29/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 11/15/2023
By (Signature): DocuSigned by: Edward Myszka
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Kaman Ave., Suite 400 Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED NOVEMBER 15, 2023

1. The Contractor shall perform general engineering consulting services as requested by the City to support capital, operations, and maintenance projects including but not limited to:
   - 1.1 System planning for electric utility distribution and transmission systems
   - 1.2 Project design and preparation of plans, specifications and engineer's estimate.
   - 1.3 Distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4 Substation conceptual design, feasibility, and permitting.
   - 1.5 Support with substation communications, protection and control systems.
   - 1.6 Assist with third party plan submissions such as Western Electricity Coordinating Council (WECC), California Independent Systems Operator (CAISO), and Pacific Gas and Electric Company (PG&E).
   - 1.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.
   - 1.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.
   - 1.9 Assess existing design standards and recommend revisions or new standards.
   - 1.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.
   - 1.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.
   - 1.13 Provide drafting support as needed.
   - 1.14 Contractor shall conduct all necessary meetings and interviews, minutes and interview summaries as requested, and provide copies to Silicon Valley Power (SVP).

2. WORK AUTHORIZATION PPROCESS

2.1 Contractor acknowledges that Contractor is one of five (5) firms selected to perform General Consulting Services, pursuant to five (5) separate agreements (collectively, the "General Consulting Agreements"). Specific Services will be assigned as set forth below.

2.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and purchase order.

2.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.

2.4 A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

2.5 Work Request

2.5.1 When general consulting services are required, SVP will notify one or more contractors under contract for general Consulting services to provide a proposal for Services.

2.5.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

2.6 Proposal

2.6.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

2.6.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

2.6.1.2 A work plan that includes a detailed description by task of the services to be performed.

2.6.1.3 A project timeline/schedule with discussion on any activities that may impact the project

timeline/schedule such as, but not limited to, material delays or permitting.

2.6.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

2.6.1.5 Any required drawings or documents.

2.6.1.6 A list of City responsibilities.

2.6.1.7 An itemized cost proposal showing:

2.6.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

2.6.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

2.6.1.7.3 Parts/materials

2.6.1.7.4 Rental and/or specialty equipment

2.6.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

2.6.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

2.6.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

2.6.1.7.8 Estimated total cost including sales tax.

2.6.1.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

2.6.1.7.10 Cost for any additional equipment, parts,

materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

2.6.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

2.7 Work Authorization:

2.7.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

2.7.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

2.7.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

2.7.4 Each Approved Work Authorization shall have a Purchase Order attached to it.

2.7.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase orders are issued by the Finance Department.

2.7.6 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

2.8 Changes to Work Authorization:

2.8.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

2.8.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

2.8.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

2.8.4 Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

2.9 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

2.10 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

2.11 Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the

Services.

2.12 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

2.13 The City (through the individuals listed in section 2.6.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

2.14 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

2.15 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

2.16 Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

3. E-BUILDER

3.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.

3.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

3.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder

including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

3.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

3.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.9.1 Correspondence

3.9.2 Meeting minutes

3.9.3 Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample).

3.9.4 Requests for Information (RFI's)

3.9.5 Submittals and shop drawings

3.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications.

3.9.7 Pay applications

3.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email.

3.9.9 Pre-Task Plans (PTPs)

3.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

3.9.11 All official reports, such as commissioning reports

3.9.12 Notices and claims

3.9.13 Operations and maintenance manuals

3.9.14 All close-out documents, and

3.9.15 All testing results

3.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the each project. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

3.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED NOVEMBER 15, 2023

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 attached and incorporated by reference.

2.2 Rates listed in Appendix B-1 (Rate Sheet) are fully burdened.

2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

APPENDIX B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024
Power System Studies	Manager	$ 210.00	$ 221.55	$ 233.74
	Principal Power System Engineer	$ 195.00	$ 205.73	$ 217.04
	Lead Power System Engineer			$ 194.78
	Senior Power System Engineer	$ 175.00	$ 184.63	$ 180.03
	Power System Engineer	$ 148.50	$ 156.67	$ 165.28
	Associate Power System Engineer	$ 120.00	$ 126.60	$ 133.56
Engineering Substation & Transmission	Manager	$ 210.00	$ 221.55	$ 233.74
	Principal Engineer	$ 181.50	$ 191.48	$ 202.01
	Senior Engineer	$ 165.00	$ 174.08	$ 183.65
	Engineer	$ 148.50	$ 156.67	$165.28
	Associate Engineer	$ 118.00	$ 124.49	$131.34
	Lead Designer	$ 154.00	$ 162.47	$171.41
	Senior Designer	$ 121.00	$ 127.66	$134.68
	Designer	$ 109.00	$ 115.00	$ 121.32
	Drafter	$ 88.00	$ 92.84	$ 97.95
Engineering Distribution	Principal Distribution Engineer	$ 160.20	$ 169.01	$ 178.31
	Senior Distribution Engineer (Level IV)	$ 140.00	$ 147.70	$ 155.82
	Senior Distribution Engineer (Level III)	$ 130.38	$ 137.55	$ 145.12
	Distribution Engineer (Level II)	$ 118.00	$ 124.49	$131.34
	Associate Distribution Engineer (Level I)	$ 109.00	$ 115.00	$ 121.32
	Lead Designer	$ 115.00	$ 121.33	$ 128.00
	Senior Designer	$ 109.00	$ 115.00	$ 121.32
	Designer	$ 104.00	$ 109.72	$ 115.75
	Drafter/GIS Specialist	$ 88.00	$ 92.84	$ 97.95
Project Management	Senior Project Manager	$ 181.50	$ 191.48	$ 202.01
	Project Manager	$ 165.00	$ 174.08	$183.65
	Project Coordinator	$ 115.00	$ 121.33	$ 128.00
	Project Controls Scheduler	$ 150.00	$ 158.25	$ 166.95

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and [Enter Contractor's Name] ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 8 of Exhibit A and Section 5 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file. *Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.
☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200004640

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services, Inc., dated June 16, 2021 (Agreement) for the purpose of having Contractor provide general consulting services to support capital, operations, and maintenance projects; and

B. The Agreement was previously amended by Amendment No. 1, dated November 29, 2023. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update Exhibit B including hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Exhibit B of the Agreement as Amended is hereby deleted in its entirely and replaced with the attached EXHIBIT B – FEE SCHEDULE AND PAYMENT PROVISIONS – AMENDED OCTOBER 15, 2024, which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (Oct 15, 2024 15:45 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 10/17/2024

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California Corporation

Dated: 10/8/2024

By (Signature): DocuSigned by: Edward Myszka

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Con Karman Ave., Suite 400, Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED OCTOBER 15, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 There is no guaranteed minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 attached and incorporated by reference.

2.2 Rates listed in Appendix B1 (Rates) are fully burdened.

2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses: Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Other reimbursable expenses with prior written approval from the City	No Markup
5.	Allowable mileage may be charged at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual cost only.	No Markup
6.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

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3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.5 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.6 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATE SHEET

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05
	Lead Designer			$171.41	$180.84
	Senior Designer			$134.68	$142.09
	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10
	Distribution Engineer (Level II)	$ 118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$ 109.00	$115.00	$121.32	$127.99
	Lead Designer	$ 115.00	$121.33	$128.00	$135.04
	Senior Designer	$ 109.00	$115.00	$121.32	$127.99
	Designer	$ 104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$ 88.00	$92.84	$ 97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

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Ebix Insurance No. S200004640

AMENDMENT NO. 3
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services", dated June 16, 2021 (Agreement); for the purpose of having Contractor provide general consulting services to support capital, operations, and maintenance projects; and

B. The Agreement was previously amended by Amendment No. 1, dated November 29, 2023, and Amendment No. 2 dated October 17, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement to extend the term, modify the confidentiality terms, update Exhibit A and B, and add Exhibit E.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement is amended to read as follows:

   The documents forming the entire Agreement between the City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services
   Exhibit B – Compensation and Fee Schedule
   Exhibit C – Insurance Requirements
   Exhibit D – Labor Compliance Addendum
   Exhibit E – Sample Work Authorization Form

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2. This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2027 ("Amended Term"). The parties agree that this Agreement did not expire on the previous expiration date of November 30, 2025, and it remains valid through the new expiration date set forth in this Amendment No. 3."

4. Section 11 of the Agreement is amended in its entirety to read as follows:

   A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

   B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or

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conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any

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breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that

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specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive for three (3) years after the expiration or earlier termination of this Agreement."

5. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended August 15, 2025, which is hereby incorporated into the Agreement

6. Exhibit B – Schedule of Fees is hereby deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended August 15, 2025, which is hereby incorporated into the Agreement

7. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

8. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

(Signatures on following page)

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

The effective date of this Amendment No. 3 is the date of City's execution of this amendment.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 12/24/2025 | 10:46 AM PST

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: DocuSigned by:
Edward Myszka
88736A27EC7047E...

By (Signature): _____
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Karman Ave., Suite 400 Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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AMENDMENT NO. 3
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED AUGUST 15, 2025

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide engineering consultant services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

1.2 To the extent not inconsistent with this Agreement, the City's SOQ SVP-19-005 (including subsequent updates) and Contractor's proposal response dated January 29, 2020, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ 19-20-25 or Contractor's proposal, the Agreement and this Exhibit shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Contractor will provide the following professional consulting services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.1 System planning for electric utility distribution and transmission systems

2.2 Project design and preparation of plans, specifications and engineer's estimate.

2.3 Distribution and transmission line conceptual design, feasibility, and permitting.

2.4 Substation conceptual design, feasibility, and permitting.

2.5 Support with substation communications, protection and control systems.

2.6 Assist with third party plan submissions such as Western Electricity Coordinating Council (WECC), California Independent Systems Operator (CAISO), and Pacific Gas and Electric Company (PG&E).

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2.7 Conduct power system studies, load flow, short circuit studies, protection studies and arc flash studies as needed.

2.8 Conduct Distributed Energy Resource (DER) engineering and interconnection studies as needed and prepare DER interconnection manual, standards, and/or agreements.

2.9 Assess existing design standards and recommend revisions or new standards.

2.10 Prepare new standards, specifications and cost estimates for Transmission and Distribution equipment, communication systems, protection systems, and control systems.

2.11 Assess existing maintenance practices or standards and recommend revisions or create new standards.

2.12 Provide design, specification and cost estimates associated with the distribution system including street lighting.

2.13 Provide drafting support as needed

2.14 Contractor shall conduct all necessary meetings and interviews, minutes and interview summaries as requested, and provide copies to Silicon Valley Power (SVP).

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

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SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for general engineering services to support capital, operations, and maintenance projects ("Project Agreement"). The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible consultants with a Project Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

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6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 The names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or Subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of

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services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview contractors submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3, the City and the selected contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work

6.4.1 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this

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Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal

when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

6.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are related to those contained in the approved Work Authorization or Purchase Order.

6.6.1.2 In the event work is required to maintain a critical SVP function or project schedule.

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

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6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

6.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, (4) Proposal; and (5) Contractor's response to SOQ 19-20-25.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

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SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

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SECTION 8. E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization or Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as

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possible in connection with all document and information management required in the performance of the Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

8.9 Should the City replace eBuilder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except for those Services authorized at fixed price pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes

2.3.1 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 Any rate increases are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.3.4 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such

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reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization and/or Purchase Order, (b) that the rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and/or Purchase Order and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the

completion of deliverable(s), as specified in the Work Authorization or Purchase Order and subject to the following.

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.8 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B1 TO EXHIBIT B
RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05
	Lead Designer			$171.41	$180.84
	Senior Designer			$134.68	$142.09
	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39

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Docusign Envelope ID: 11FE31FD-55F6-4B82-B9DA-C6F52552F08C

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10
	Distribution Engineer (Level II)	$ 118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$ 109.00	$115.00	$121.32	$127.99
	Lead Designer	$ 115.00	$121.33	$128.00	$135.04
	Senior Designer	$ 109.00	$115.00	$121.32	$127.99
	Designer	$ 104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$ 88.00	$92.84	$ 97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

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EXHIBIT E

WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Leidos Engineering, LLC ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

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PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may be due of Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

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Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200004640

AMENDMENT NO. 4
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc," dated June 16, 2021 (Agreement) for the purpose of having Contractor provide general consulting services to support capital, operations, and maintenance projects; and;

B. The Agreement was previously amended by Amendment No. 1, dated November 29, 2023, Amendment No. 2, October 17, 2024, Amendment No. 3, dated December 24, 2025, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to extend the term and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020, and terminate on November 30, 2028 ("Amended Term"). The parties agree that this Agreement did not expire on the previous expiration date of November 30, 2025, and it remains valid through the new expiration date set forth in this Amendment No. 4."

2. Table B-1 of Exhibit B of the Agreement as Amended is hereby

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deleted in its entirely and replaced with the attached “Third Revised - Appendix B1 to Exhibit B Rates,” which is hereby incorporated into the Agreement as Amended.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The effective date of this Amendment No.4 is the date of City’s execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 4/1/2026 | 10:49 AM PDT

DocuSigned by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC Solutions, Inc.
a California Corporation

Dated: 3/16/2026 | 2:58 PM PDT

By (Signature): DocuSigned by:
Edward Myszka
88736A27EC7047E...
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Karman Ave., Suite 400
Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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THIRD REVISED - APPENDIX B1 TO EXHIBIT B
RATES

Job Category	Labor Classification	Hourly Rates Effective Jan. 1, 2026 Thru Dec. 31, 2026	Hourly Rates Effective Jan. 1, 2027 Thru Dec. 31, 2027	Hourly Rates Effective Jan. 1, 2028
Power System Studies	Manager	$260.15	$274.47	$289.57
	Principal Power System Engineer	$241.57	$254.86	$268.87
	Lead Power System Engineer	$216.79	$228.72	$241.30
	Senior Power System Engineer	$200.38	$211.40	$223.03
	Power System Engineer	$183.97	$194.08	$204.76
	Associate Power System Engineer	$148.66	$156.84	$165.46
Engineering Substation & Transmission	Manager	$260.15	$274.47	$289.57
	Principal Engineer	$224.85	$237.21	$250.26
	Senior Engineer	$204.41	$215.65	$227.51
	Engineer	$183.97	$194.08	$204.76
	Associate Engineer	$146.18	$154.22	$162.70
	Lead Designer	$190.78	$201.27	$212.34
	Senior Designer	$149.90	$158.14	$166.84
	Designer	$135.03	$142.46	$150.29
	Drafter	$109.02	$115.01	$121.34
Engineering Civil/Structural	Manager	$260.16	$274.47	$289.57
	Principal Engineer	$244.87	$258.33	$272.54
	Senior Engineer	$204.41	$215.65	$227.51
	Engineer	$189.21	$199.62	$210.60
	Associate Engineer	$148.41	$156.57	$165.18
	Assistant Engineer	$122.43	$129.17	$136.27
	Lead Designer	$190.78	$201.28	$212.35
	Senior Designer	$149.90	$158.15	$166.84
	Designer	$135.03	$142.46	$150.29
	Drafter	$109.02	$115.02	$121.34
Engineering Distribution	Principal Distribution Engineer	$198.46	$209.37	$220.89
	Senior Distribution Engineer (Level IV)	$173.44	$182.97	$193.04
	Senior Distribution Engineer (Level III)	$161.52	$170.40	$179.77
	Distribution Engineer (Level II)	$146.18	$154.22	$162.70
	Associate Distribution Engineer (Level I)	$135.03	$142.46	$150.29
	Lead Designer	$142.46	$150.30	$158.57
	Senior Designer	$135.03	$142.46	$150.29
	Designer	$128.84	$135.92	$143.40
	Drafter/GIS Specialist	$109.02	$115.01	$121.34
Project	Principal Project Manager	$300.52	$317.05	$334.48

Management	Senior Project Manager	$224.85	$237.21	$250.26
	Project Manager	$204.41	$215.65	$227.51
	Project Coordinator	$142.46	$150.30	$158.57
	Project Controls Scheduler	$185.82	$196.04	$206.83
Field Services	Construction Manager	$196.05	$206.83	$218.21
	Senior Construction Manager	$237.21	$250.25	$264.02
	Senior Testing Commissioning Engineer	$237.21	$250.25	$264.02
	Testing Commissioning Engineer	$183.96	$194.08	$204.75
Land/ROW Services	Project Manager	$193.75	$204.41	$215.65
	Permit Specialist	$158.25	$166.95	$176.14
	Land Agent, Project Coordinator	$135.04	$142.47	$150.30
	Drafter, Document Specialist	$103.33	$109.01	$115.01

SECOND REVISED – APPENDIX B1 TO EXHIBIT B RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 Thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 Thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 Thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025 Thru Dec. 31, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05

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	Lead Designer			$171.41	$180.84
	Senior Designer			$134.68	$142.09
	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10
	Distribution Engineer (Level II)	$118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$109.00	$115.00	$121.32	$127.99
	Lead Designer	$115.00	$121.33	$128.00	$135.04
	Senior Designer	$109.00	$115.00	$121.32	$127.99
	Designer	$104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$88.00	$92.84	$97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

20-854 **Agenda Date: 10/13/2020**

REPORT TO COUNCIL

SUBJECT

Action on Master Agreements for Silicon Valley Power on System Capacity Expansion Planning including Delegation of Authority for Capital Project Implementation and General Engineering Support [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

As discussed as part of Silicon Valley Power's (SVP) quarterly Council update, electrical demand in the City is expected to increase over the next decade. To meet the electrical demand from future growth requires additional support from consultants for a variety of services including:

- Creating a detailed System Expansion Plan
- Design of Transmission line and Substation installations and upgrades
- Implementation management for Capital Improvement Projects
- General engineering support for maintenance of existing assets

DISCUSSION

SVP is looking for engineering support in three (3) areas: System Expansion Planning, General Consulting, and Plan Implementation.

System Expansion Plan

SVP's electric load has increased by more than 20% over the last decade and based on executed agreements and upcoming development, SVP's current system will need major upgrades to accommodate the increase of demand over the five to ten years.

A System Expansion Plan will consist of a short term and long-term capital improvement plan to accommodate the additional electric load growth due to new development in Santa Clara (Data Centers and Residential Projects). The consultant will also review and provide the basis for updating the Load Development Fee to ensure the recovery of costs incurred by the City in modifying its electrical infrastructure to support load growth due to the new development.

General Consulting Services

Based on newly executed agreements and current developer negotiations, SVP could add seven new substations over the next five years to its electrical system. Utilities the size of SVP do not have sufficient internal staff for such a large engineering project and requires the aid of consultants to engineer plans to meet the projected electric load growth. In addition to the existing projects, the consulting services will be utilized to create detailed engineering design plans based on the System Expansion Plan's guidance.

Plan Implementation Services
With the increase in capital projects comes the need for additional implementation services workforce which will support the design, plan implementation and project management of the Transmission and Substation construction.

On December 5, 2019, staff requested Statement of Qualification (SOQ) to solicit proposals from qualified firms for consulting services associated with SVP System Expansion Plan. The SOQ was published on BidSync, the City's e-procurement system. Eleven proposals were received from the following firms:

- 1898 & Co. (Kansas City, MO)
- Advisian Worley Group (Folsom, CA)
- AECOM (Oakland, CA)
- Electrical Consultants, Inc. (Billings, MT)
- EN Engineering LLC (Warrenville, IL)
- Flynn Resource Consultants Inc. (Discovery Bay, CA)
- Leidos Engineering, LLC (Hendersonville, TN)
- Power Engineers (Anaheim, CA)
- Stantec Consulting Services Inc. (Walnut Creek, CA)
- TRC Solutions, Inc. (Mountain View, CA)
- ZGlobal, Inc. (Folsom, CA)

Evaluation Process: Proposals were evaluated and scored independently by a five-member evaluation team against the criteria and weights published in the SOQ. Follow-up oral interviews were conducted with the companies submitting the highest scoring proposals for each of the three areas.

Award Recommendation: Staff recommends award of the System Expansion Plan contract to Electrical Consultants, Inc. (ECI) as the most qualified firm per the evaluation criteria set forth in the SOQ.

Staff recommends award of General Consulting Services contracts to Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC.

Staff recommends award of Plan Implementation Services contracts to 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc.

Notice of Intended Award: Notice of Intended Award (NOIA) announcing the City's recommended vendors for each service area were issued on August 28, 2020 and August 31, 2020.

Term of Agreements: The term of the proposed System Expansion Plan Agreement will be fourteen (14) months to deliver the System Expansion Plan. The term of the General Consulting Services and Plan Implementation Services Master Agreements will be five (5) years each.

Cost Summary: Staff is requesting that the Council 1) authorize the City Manager or their designee to execute the Agreement with ECI for a total amount not to exceed $850,000 which will allow for the development of a System Expansion Plan, 2) delegate authority to the City Manager or their

designee to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement and 3) delegate authority to the City Manager or their designee to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The total cost of the proposed agreement with Electrical Consultants, Inc. (ECI) to perform work on the System Expansion Plan shall not exceed $850,000. Funding for this agreement was included as part of the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in the New Business Estimate Work CIP project.

For general consulting services, compensation for the five Master Agreements shall not exceed $2,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- System Capacity Expansion
- New Business Estimate Work
- Operations and Planning Technology
- Clean Energy and Carbon Reduction
- Renewable Energy Microgrid

For plan implementation services, compensation for the five Master Agreements shall not exceed $3,000,000 per agreement over the period of five years. Funding for years one and two of the agreements is available in the Adopted Biennial FY 2020/21 and 2021/22 Capital Improvement Program Budget in various Electric Utility Capital Improvement Projects:

- Esperanca Substation
- Homestead Substation Rebuild
- Oaks Junction
- San Tomas Junction
- Laurelwood Substation
- System Capacity Expansion
- NRS Breaker 382 Addition

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION
1. Authorize the City Manager to execute the System Expansion Plan Agreement with Electrical Consultants, Inc. in an amount not to exceed $850,000;
2. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with Advisian Worley Group, TRC Solutions, Inc., Leidos Engineering, LLC, Flynn Resource Consultants, Inc. and EN Engineering LLC for General Consulting Services in an amount not to exceed $2,000,000 per agreement over the five year terms of the agreements, subject to the appropriations of funds;
3. Delegate Authority to the City Manager to negotiate and execute Master Service Agreements with 1898 & Co., TRC Solutions, Inc., Electrical Consultants, Inc., AECOM Technical Services, Inc., and Stantec Consulting Services Inc. for Plan Implementation Services in an amount not to exceed $3,000,000 per agreement over the five-year terms of the agreements, subject to the appropriation of funds; and
4. Authorize the City Manager or their designee, to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENT
1. Agreement for Design Professional Services

DocuSign Envelope ID: A2839121-14A5-49E2-823B-CF9A70748F57

EBIX Insurance No. S200004640

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRC SOLUTIONS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials covered by this Agreement shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace defective materials, City may make corrections or replace materials charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services in accordance with the Standard of Care, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the specifications, requirements, and instructions upon which this Agreement is based and consistent with the professional standards of a specialist in the same discipline in the State of

California ("Standard of Care"). Such Standard of Care is not a warranty or guarantee. Contractor agrees to promptly replace or correct any Services that fail to meet the Standard of Care.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is three million dollars ($3,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. Upon termination, Contractor shall recover payment for all Services performed plus all proven costs associated with the termination.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material exclusively prepared pursuant to this Agreement, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any

expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, and employees, and agents("Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, arising out of third party bodily injury, disease, death, or property damage (excluding damages for loss of use) arising out of the Services performed, but only to the extent such bodily injury, disease, death, or property damage is caused by the negligence, or intentional misconduct of the Contractor, its employees, subcontractors, or agents in the performance of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Each party agrees that waiver by the other party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

TRC Solutions, Inc.
17911 Von Karman Ave., Suite 400
Irvine, CA 92614
and by e-mail at CBisard@trccompanies.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement,

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regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's breach or termination of the Agreement.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Digitally signed by Caio Arellano
Date: 2021.06.11 14:13:41 -07'00'

BRIAN DOYLE
City Attorney

Dated: 6/16/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 5/21/2021

By (Signature): DocuSigned by: Edward Myszka

Name: EDWARD MYSZKA

Title: President, Power Sector

Principal Place of Business Address: 17911 Von Karman Ave., Suite 400, Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT A - SCOPE OF SERVICES

The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects including but not limited to:

1.0 Act as project manager for the following activities:

- 1.1 Project permitting including support of CEQA determinations
- 1.2 Land acquisition
- 1.3 Project design and preparation of Plans, Specifications and Engineer's Estimate
- 1.4 Bid support
- 1.5 Construction support
- 1.6 Record drawings and Project Closeout

2.0 System planning for electric utility distribution and transmission systems

3.0 Distribution and transmission line conceptual design, feasibility, and permitting.

4.0 Substation conceptual and/or detail design, feasibility, and permitting.

5.0 Support with substation communications, protection and control systems.

6.0 Assist with third party plan submissions such as WECC, CAISO, and PG&E.

7.0 Conduct load flow, short circuit studies and arc flash studies as needed.

8.0 Conduct Distributed Energy Resource interconnection studies as needed.

9.0 Assess existing design standards and recommend revisions or new standards.

10.0 Assess existing maintenance practices or standards and recommend revisions or create new standards.

11.0 Provide drafting support as needed.

12.0 Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work. The invoice is to include the PO number, paid amount to date and remaining Agreement amount.

13.0 The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested, and provide copies to SVP.

When requested by the City, the Contractor and subcontractors shall utilize e-Builder, a web-based project management tool, or City's designated replacement for projects assigned under this agreement. Access to the project management tool, as well as associated training, will be provided by the City at no cost to the Contractor or its subcontractors. Contractor and subcontractors shall have the responsibility for utilizing the project management tool as necessary for the following: invoice submittal, potential change order submittals, change orders, Request for Information (RFI) submittals, correspondence, assigned tasks and other matters that transpire on the site as directed by City. All documents (including as built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

14.0 At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature. If work is complete in PowerWorld, Contractor to ensure the deliverable is provided in proper and functional GE PSLF format as well.

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT B - SCHEDULE OF FEES

1. This is a time and materials contract with a total not-to-exceed amount of $3,000,000.
2. Contractor shall provide services at the labor rates outlined in Table B-1.

Table B-1

Job Category	Labor Classification	Rate
Power System Studies	Manager	$210.00
	Principal Power System Engineer	$195.00
	Senior Power System Engineer	$175.00
	Power System Engineer	$148.50
	Associate Power System Engineer	$120.00
Engineering *Substation Transmission*	Manager	$210.00
	Principal Engineer	$181.50
	Senior Engineer	$165.00
	Engineer	$148.50
	Associate Engineer	$118.00
	Lead Designer	$154.00
	Senior Designer	$121.00
	Designer	$109.00
	Drafter	$88.00
Engineering *Distribution*	Principal Distribution Engineer	$160.20
	Senior Distribution Engineer (Level IV)	$140.00
	Senior Distribution Engineer (Level III)	$130.38
	Distribution Engineer (Level II)	$118.00
	Associate Distribution Engineer (Level I)	$109.00
	Lead Designer	$115.00
	Senior Designer	$109.00
	Designer	$104.00
	Drafter/GIS Specialist	$88.00
Project Management	Senior Project Manager	$181.50
	Project Manager	$165.00
	Project Coordinator	$115.00
	Project Controls Scheduler	$150.00

3. Rate Adjustments. Rates outlined in Table B-1 of Section 2 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2022 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

4. Reimbursable Expenses

   4.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, materials and equipment, will be invoiced at cost.

   4.2. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

      4.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

      4.2.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

      4.2.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided for any expenses. Airfare, if required, shall be at economy class.

   4.3. Subcontracts: A fee of 10% will be added to the invoice cost of subcontracts managed by TRC.

   4.4. An estimate for any anticipated reimbursable expenses shall be included in Contractor's response to any CFP.

5. Invoicing and Payments:

   Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice including receipt and verification of certified payroll where required using LCP tracker or such other system as defined by the City.

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.

EXHIBIT C - INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

A. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

B. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

C. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

A. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

B. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

C. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

A. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

B. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

C. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

D. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

A. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

B. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

C. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

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I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

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payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for

audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

D. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200004640

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled Agreement for Design Professional Services between City of Santa Clara, California and TRC Solutions, Inc., dated June 16, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP), and the Parties now wish to amend the Agreement to increase maximum compensation due to additional service needs and extend the term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 31, 2026."

2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is seven million dollars ($7,000,000), subject to budget appropriations, which includes all

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payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

3. Exhibit A – Scope of Services shall be deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 1, 2022, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees shall be deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended November 1, 2022, which is hereby incorporated into the Agreement.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin Digitally signed by Daniel Ballin Date: 2022.11.23 11:41:22 -08'00'

Office of the City Attorney
City of Santa Clara

Dated: 11/30/2022

for Cynthia Bojorquez
Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated:
DocuSigned by:
By (Signature): Edward Myszka
88738A27EC7047E...
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Von Kaman Ave, Suite 400 Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 1, 2022

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation / project management services include but are not limited to:
   - 1.1. Act as project manager for the activities such as, but not limited to:
     - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations
     - 1.1.2. Land acquisition
     - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate
     - 1.1.4. Bid support
     - 1.1.5. Construction support
     - 1.1.6. Record drawings and project closeout
   - 1.2. Perform system planning for electric utility distribution and transmission systems
   - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
   - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
   - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
   - 1.8. Assess existing design standards and recommend revisions or new standards.
   - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.
   - 1.10. Provide drafting support as needed.

1.11. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.

1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. Work Request and Authorization of Work

2.1. Work may be assigned to the Contractor through the evaluation of a Call for Proposal (CFP) or via direct assignment.

2.2. The Contractor shall not begin any work unless a Purchase Order (PO) has been issued by the City for that particular work.

2.3. Contractor shall notify City as soon as practical if there is a risk that cost estimates will be exceeded and shall not perform work that will result in costs exceeding the Purchase Order for that scope of work without a changed purchase order or, in the event the maximum compensation specified in Section 6 of the agreement may be exceeded, Contractor shall not perform work without an executed amendment to this Agreement.

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.2. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

3.3. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3.4. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no

circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Contract.

3.5. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.6. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

3.7. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.8. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.8.1. Correspondence;

3.8.2. Meeting Minutes;

3.8.3. Submittals and Shop Drawings;

3.8.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

3.8.5. Requests for Information (RFI's);

3.8.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

3.8.7. Pay Applications;

3.8.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;

3.8.9. Pre-Task Plans (PTPs);

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3.8.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;

3.8.11. Quality Control (QC) Documentation

3.8.12. All official reports, such as Commissioning reports;

3.8.12.1. Notices and Claims;

3.8.12.2. Operations and Maintenance Manuals;

3.8.12.3. All Close-out documents; and

3.8.12.4. All testing results.

3.8.13. Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e- mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND TRC SOLUTIONS, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED NOVEMBER 1, 2022

1. This is a time and materials contract with a total not-to-exceed amount specified in Section 6 of the Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

2. Rates

   2.1. Services shall be provided according to the rates in Table B-1 – HOURLY RATES.

   2.2. Services performed prior to this Amendment shall be invoiced at the rates in place at the time of the service.

   2.3. Rate Adjustments. Rates outlined in Table B-1 of this Amendment may be requested by Contractor to adjust no greater than annually after January 1, 2024 subject to reasonable notice and justification to the City. City approval or denial of the adjusted rates will be provided in writing (e-mail acceptable).

3. Reimbursable Expenses

   3.1. City Requested Expenses. Outside services such as, but not limited to outside reprographic services, subcontractor materials and equipment, will be invoiced at cost. Subcontractor services will be invoiced at cost plus 10%.

   3.2. Expenses shall be reimbursable only to the extent that CONTRACTOR submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

   3.3. Travel and Per Diem. Travel and Per Diem will be invoiced at cost.

      3.3.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources

      3.3.2. Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.

      3.3.3. Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoices at cost, with receipts provided

for any expenses. Airfare and rental car, if required, shall be at economy class.

3.4. Contractor shall include an estimate for any anticipated reimbursable expenses in Contractor's response to any CFP or other proposal to perform additional work.

3.5. Contractor shall provide supporting documentation such as invoices or receipts for all reimbursable expenses.

4. Invoicing and Payments:

4.1. Contractor will invoice City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

4.2. All monthly invoices shall include

4.2.1. PO number,

4.2.2. Itemization of the authorized expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred in a formal that will permit City to verify rates are the same as those authorized in the Agreement.

4.2.3. Amount paid to date and amount remaining in the Agreement and Purchase Order.

4.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.4. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all Certified Payroll (where required), City shall process the invoice for payment within 30 days.

TABLE B-1 - HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective December 1, 2020 through December 31, 2022	Hourly Rates Effective January 1, 2023
Power System Studies	Manager	$ 210.00	$ 221.55
	Principal Power System Engineer	$ 195.00	$ 205.73
	Senior Power System Engineer	$ 175.00	$ 184.63
	Power System Engineer	$ 148.50	$ 156.67
	Associate Power System Engineer	$ 120.00	$ 126.60
Engineering Substation & Transmission	Manager	$ 210.00	$ 221.55
	Principal Engineer	$ 181.50	$ 191.48
	Senior Engineer	$ 165.00	$ 174.08
	Engineer	$ 148.50	$ 156.67
	Associate Engineer	$ 118.00	$ 124.49
	Lead Designer	$ 154.00	$ 162.47
	Senior Designer	$ 121.00	$ 127.66
	Designer	$ 109.00	$ 115.00
	Drafter	$ 88.00	$ 92.84
Engineering Distribution	Principal Distribution Engineer	$ 160.20	$ 169.01
	Senior Distribution Engineer (Level IV)	$ 140.00	$ 147.70
	Senior Distribution Engineer (Level III)	$ 130.38	$ 137.55
	Distribution Engineer (Level II)	$ 118.00	$ 124.49
	Associate Distribution Engineer (Level I)	$ 109.00	$ 115.00
	Lead Designer	$ 115.00	$ 121.33
	Senior Designer	$ 109.00	$ 115.00
	Designer	$ 104.00	$ 109.72
	Drafter/GIS Specialist	$ 88.00	$ 92.84
Project Management	Senior Project Manager	$ 181.50	$ 191.48
	Project Manager	$ 165.00	$ 174.08
	Project Coordinator	$ 115.00	$ 121.33
	Project Controls Scheduler	$ 150.00	$ 158.25

REPORT TO COUNCIL

SUBJECT

Action to Delegate Authority to the City Manager to Negotiate and Execute Amendments to Agreements for Design Professional Services for Silicon Valley Power's System Capacity Expansion Planning Including Development of a Twenty-Year Long-Term Strategy Plan for System Growth, Master Agreements for Plan Implementation Services, and Master Agreements for General Consulting Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP) has provided electric service for over 125 years and is experiencing significant continued growth. SVP has developed a capital improvement strategy to address near-term and long-term potential load growth. In 2021, SVP recorded a peak load of nearly 600 Megawatt (MW) and delivered approximately 4,100 Gigawatt-hours (GWh) to customers. In 2022, SVP's recorded peak load increased to 702 MW, and energy delivery rose to 4,550 GWh. This represents an approximate 10% increase in energy delivery and represents the largest year-over-year growth in the last 30 years.

On October 13, 2020, City Council approved (Council Item 20-854) the following Agreements for Design Professional Services:

- Agreement with Electrical Consultants, Inc (ECI) with a maximum compensation not to exceed $850,000 to complete a System Expansion Plan including a Three-Year Growth Plan Strategy;
- Master agreements for Plan Implementation Services with a maximum compensation not to exceed $3,000,000 per agreement with (1) 1898 & Co., (2) TRC Solutions, Inc., (3) ECI, (4) AECOM Technical Services, Inc., and (5) Stantec Consulting Services Inc.; and
- Master agreements for general consulting services with a maximum compensation not to exceed $2,000,000 per agreement with (1) Advisian Worley Group, (2) TRC Solutions, Inc., (3) Leidos Engineering, LLC, (4) Flynn Resource Consultants, Inc. and (5) EN Engineering LLC.

When a specific project is identified, SVP issues a call for proposals that invites these prequalified consultants to submit their proposals. The award for each project is determined based on factors such as expertise in the specific area of work needed, staff availability, project approach, proposed scope of services, project schedule/completion dates, and verification that cost is reasonable for the services.

When the agreements were approved on October 13, 2020, the total maximum compensation for the

ten (10) master agreements was authorized with an aggregate maximum compensation of $25 million over a five-year period. On May 13, 2022, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with AECOM Technical Services Inc., increasing the maximum compensation from $3 million to $11 million for additional program management services related to the System Expansion Plan. This authorization increased the total aggregate compensation for the ten (10) agreements to $33 million. On October 4, 2022, the City Council authorized the City Manager to negotiate and execute amendments to the ten (10) agreements, resulting in a new total aggregate compensation of $50 million.

On September 28, 2021 (Council Item 21-871), the Council accepted SVP's Three-Year Growth Plan Strategy which identified $300 million of proposed projects to install new facilities and to replace aged infrastructure with higher capacity infrastructure on an as-needed basis. On November 15, 2022 (Council Item 22-1172), the City Council accepted SVP's System Expansion Plan for the California Independent Operator's (CAISO) Transmission Planning Process (TPP) FY2023/24 (SVP System Expansion Plan TPP FY2023/24).

In the SVP System Expansion Plan TPP FY2023/24, SVP anticipates a peak system load of 819MW in 2025 and peak load of 1,306 MW in 2032. Compared to the 2022 peak load of 702 MW, this projection represents an increase of nearly 117 MW by 2025. SVP System Expansion Plan TPP FY2023/24 identifies both near-term and ten-year improvements required for SVP to maintain electric service reliability with consideration of the projected load growth. The SVP System Expansion Plan TPP FY2023/24 provides detailed information and a technical basis for the completed analysis, including a summary of proposed projects. These projects are in addition to those previously presented to Council. To maintain electric service reliability and meet project growth, SVP requires engineering support in three areas: (1) System Expansion Planning, (2) General Consulting, and (3) Plan Implementation.

DISCUSSION

Under its agreement with the City, ECI has provided consultant support for the CAISO's Annual TPP and completed a Three-Year Growth Plan Strategy. SVP requires additional related services from ECI, including, (1) a twenty-year long-term strategy plan for system growth; and (2) support for upcoming CAISO TPP studies. The twenty-year long-term strategy plan and study will address, among other things, reach codes (local energy code amendments intended to strengthen emissions reductions) and impacts of electrification and decarbonization to SVP's transmission and distribution electrical systems. To complete these additional services, SVP will require an increase in the maximum compensation of the ECI agreement for the system expansion plan from $850,000 to $1,500,000 and extension of the term through December 31, 2025.

The System Expansion Plan has led to a significant increase in the SVP's Capital Improvement Project (CIP) backlog. Managing and delivering these projects from detailed design through construction necessitates the augmentation of staff by hiring outside engineering firms who possess the necessary technical knowledge and expertise to support SVP. For example, the System Expansion Plan includes the following proposed projects as well as other projects not listed:

- NRS Transformer and Breaker Upgrades
- Kifer Receiving Station (KRS) & Scott Receiving Station (SRS) Rebuild and Replacement
- NRS-KRS 115kV Line Replacement

- South Loop Reconductor
- Northwest Loop Capacity Upgrade
- Walsh-Uranium 60kV Reconductor

The proposed projects include replacement of aging infrastructure and installation of new facilities to allow higher internal system capacity. These projects will include the addition of new internal 60kV transmission loops and implementation of reliability upgrades, including replacing or reconductoring transmission lines. For the new 60kV loops, it is important to note that the first step in the process is to determine technical feasibility (design). Additional CAISO transmission capacity would be required to fully take advantage of the increased internal capacity.

As identified in the Three-Year Growth Plan Strategy and SVP System Expansion Plan TPP FY2023/24, the combined cost of these CIP projects is estimated at nearly $500 million. Of this total amount, approximately 20% to 25% is attributed to engineering services such as design and construction management. In addition, to ensure that dedicated developer substations are built to SVP standards and connect properly to SVP's electric system, SVP provides engineering services to developers who design and build their own substation with costs recovered from those developers. Design, equipment, and construction project costs for substations built by developers are not included in the $500 million budget. Therefore, total estimated engineering costs may exceed the 20 - 25% to account for costs of engineering for projects that are not included in SVP's CIP budget. To assure sufficient support to complete the System Expansion Plan and meet schedule commitments to developers while assuring SVP standards are met, SVP requires an increase of $30 million in aggregate maximum compensation for agreements for general consulting and plan implementation services. This will amend previous authorizations and allow SVP to spread $80 million among the master agreements. SVP will initiate amendments after selection of consultants following the call for proposals process described in the background of this report. SVP staff manages the aggregate compensation to assure that no services are approved that will result in exceeding the aggregate maximum compensation.

ENVIRONMENTAL REVIEW

These proposed actions involve the approval of amendments to existing agreements for program and project management services. Any associated capital improvements have been or will be evaluated under the California Environmental Quality Act ("CEQA"). Therefore, the proposed actions and do not constitute a "project" within the meaning of CEQA pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations as it can be seen with certainty that there is no possibility that the proposed approvals will have a significant effect on the environment.

FISCAL IMPACT

Sufficient funds for these amendments are included in the capital budget for each project for Fiscal Year 2023/2024. Funding for specific projects is allocated in the Electric Utility Fund in the FY2023/24 Capital Improvement Budget, such as the NRS Transformer and Breaker Upgrades (CIP 2454), NRS-KRS 115kV Line (CIP 2455), KRS Rebuild and Replacement (CIP 2453), Laurelwood Substation (CIP 2443), Democracy Substation (CIP 2464), Transmission Loop 1 (CIP 2459), and Transmission Loop 2 (CIP 2463). Additional budget appropriations will be required for the Transmission Loop projects. Required actions will be brought forward to City Council for approval of the project and associated budget after design. It is anticipated that costs will be recovered through developer contributions. As the System Expansion Plan and design and construction of developer

funded substations progress, the costs and timelines will be revised and updated, and budget adjustments will be requested at that time if required.

Funds required for these agreements in future years are subject to budget appropriations and will be incorporated into the budget development process for those years. In the event the authorized budget for a project will be exceeded, budgetary actions will be brought forward to Council as needed to cover such services in advance of authorizing those services.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an amendment to the Agreement for Design Professional Services with Electrical Consultants, Inc (ECI Agreement) for additional services associated with the System Expansion Plan increasing the maximum compensation to $1,500,000 and extending the term of the agreement until December 31, 2025, funded by the Electric Utility Capital Fund;
2. Authorize the City Manager to negotiate and execute amendments to the following Agreements for Design Professional Services (Master Agreements) for Silicon Valley Power's System Expansion Plan with an additional aggregate maximum compensation of $30 million for a new aggregate maximum compensation of $80 million funded by the Electric Utility Capital Fund and allocated as SVP may require, subject to the appropriation of funds: (A) general consulting services with; (i) Advisian Worley Group; (ii) TRC Solutions, Inc.; (iii) Leidos Engineering LLC; (iv) Flynn Resource Consultants, Inc.; and (v) EN Engineering LLC; and (B) For plan implementation services with: (i) Burns & McDonnell Engineering Company, Inc. (formerly 1898 & Co.); (ii) TRC Solutions, Inc.; (iii) ECI; (iv) AECOM Technical Services, Inc.; and (v) Stantec Consulting Services Inc
3. Authorize the City Manager to take any actions as necessary to implement and administer the ECI Agreement and Master Agreements and to negotiate and execute amendments to those agreements to (a) add or delete services consistent with their scope of services; (b) adjust future rates; and (c) extend their term of the agreement to complete projects initiated during the authorized term; and
4. All amendments included in this authorization shall be subject to the review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jōvan D. Grogan, City Manager

DocuSign Envelope ID: 1DA02214-778F-4E9A-89A6-73026F932951

Ebix Insurance No. S200004640

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc., dated June 16, 2021 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide plan implementation and project management services as requested to the City to support capital, operations, and maintenance projects for Silicon Valley Power (SVP); and

C. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, to increase the maximum compensation due to additional services needs and extend the term. The Parties now wish to amend the Agreement to update the scope of work and update hourly rates and increase the maximum compensation; and

D. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended."

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement as Amended, entitled "Agreement Documents" is amended to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 6 of the Agreement entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is nine million dollars ($9,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstances."

3. Exhibit A – SCOPE OF SERVICES AMENDED NOVEMBER 1, 2022 is hereby deleted in its entirety and replaced with the attached SCOPE OF SERVICES AMENDED JANUARY 15, 2024, which is hereby incorporated into the Agreement.

4. Exhibit B SCHEDULE OF FEES AND PAYMENT PROVISIONS AMENDED NOVEMBER 1, 2022 is deleted in its entirety and replaced with the attached Exhibit B SCHEDULE OF FEES AND PAYMENT PROVISIONS AMENDED JANUARY 15, 2024, which is hereby incorporated into the Agreement.

5. Exhibit E – Sample Work Authorization is hereby attached and incorporated into the agreement.

6. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (Feb 8, 2024 17:44 PST)

GLEN R. GOOGINS
City Attorney

Dated: 2/13/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 2/5/2024

By (Signature): DocuSigned by: Edward Myszka

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Von Kaman Ave., Suite 400, Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED JANUARY 15, 2024

1. The Contractor shall perform plan implementation/project management services as requested by the City to support capital, operations, and maintenance projects. Such plan implementation / project management services include but are not limited to:
   - 1.1. Act as project manager for the activities such as, but not limited to:
     - 1.1.1. Project permitting including support of California Environmental Quality Act (CEQA) determinations
     - 1.1.2. Land acquisition
     - 1.1.3. Project design and preparation of plans, specifications and engineer's estimate
     - 1.1.4. Bid support
     - 1.1.5. Construction support
     - 1.1.6. Record drawings and project closeout
   - 1.2. Perform system planning for electric utility distribution and transmission systems
   - 1.3. Prepare distribution and transmission line conceptual design, feasibility, and permitting.
   - 1.4. Prepare substation conceptual and/or detail design, feasibility, and permitting including support with substation communications, protection and control systems.
   - 1.5. Assist with third party plan submissions such as WECC, CAISO, and PG&E.
   - 1.6. Conduct load flow, short circuit studies and arc flash studies as needed.
   - 1.7. Conduct Distributed Energy Resource (DER) interconnection studies as needed.
   - 1.8. Assess existing design standards and recommend revisions or new standards.
   - 1.9. Assess existing maintenance practices or standards and recommend revisions or create new standards.

1.10. Provide drafting support as needed.

1.11. The Contractor shall conduct all necessary meetings and interviews, keep minutes and interview summaries as requested and provide copies to SVP.

1.12. At the conclusion of each project, the Contractor shall provide electronic copies of all final reports, worksheets, system studies and data associated with this project to SVP in (but not limited to) .pdf, .docx, .xlsx, .xml, .dwf, .dwg, .sav formats as applicable and that are not proprietary in nature.

2. WORK AUTHORIZATION PROCESS

2.1 Contractor acknowledges that Contractor is one of five (5) firms selected to perform General Consulting Services, pursuant to five (5) separate agreements (collectively, the "General Consulting Agreements"). Specific Services will be assigned as set forth below.

2.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and purchase order.

2.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.

2.4 A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

2.5 Work Request

2.5.1 When general consulting services are required, SVP will notify one or more contractors under contract for general Consulting services to provide a proposal for Services.

2.5.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

2.6 Proposal

2.6.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

2.6.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

2.6.1.2 A work plan that includes a detailed description by task of the services to be performed.

2.6.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

2.6.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

2.6.1.5 Any required drawings or documents.

2.6.1.6 A list of City responsibilities.

2.6.1.7 An itemized cost proposal showing:

2.6.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

2.6.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

2.6.1.7.3 Parts/materials

2.6.1.7.4 Rental and/or specialty equipment

2.6.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

2.6.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

2.6.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

2.6.1.7.8 Estimated total cost including sales tax.

2.6.1.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

2.6.1.7.10 Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

2.6.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

2.7 Work Authorization:

2.7.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

2.7.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

2.7.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

2.7.4 Each Approved Work Authorization shall have a Purchase Order attached to it.

2.7.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on

behalf of the City, execute a Work Authorization. Purchase orders are issued by the Finance Department.

2.7.6 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

2.8 Changes to Work Authorization:

2.8.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

2.8.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

2.8.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

2.8.4 Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

2.9 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

2.10 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and

conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

2.11 Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

2.12 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

2.13 The City (through the individuals listed in section 2.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

2.14 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

2.15 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

2.16 Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

3. e-BUILDER

3.1. Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement, as requested by the City.

3.2. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

3.3. The City will establish Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guider-2015. The City reserves the right to limit the licenses issued to Contractor in the future.

3.4. Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

3.5. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. The Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The City will not be liable for any delays associated from the usage of e-Builder including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

3.6. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

3.7. The Contractor is responsible for managing, tracking, and documenting work to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

3.8. At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

3.9. While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder web site and shall be responsible for the validity of its information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

3.9.1. Correspondence;

3.9.2. Meeting Minutes;

3.9.3. Submittals and Shop Drawings;

3.9.4. Product Data, reports, certifications, etc. must be submitted in PDF format. (If a sample is able to be scanned, it is requested a scanned PDF copy is submitted with the sample.);

3.9.5. Requests for Information (RFI's);

3.9.6. Change Order requests and documentation, including record copies of Change Orders, Proposals, Modifications;

3.9.7. Pay Applications;

3.9.8. "Official" correspondence (such as letters) including informal correspondence, such as e-mail;

3.9.9. Pre-Task Plans (PTPs);

3.9.10. Daily Construction Reports and other Daily Reports including Contractor Quality Control (CQC) Reports;

3.9.11. Quality Control (QC) Documentation

3.9.12. All official reports, such as Commissioning reports;

3.9.13. Notices and claims

3.9.14. All close-out documents, and

3.9.15. All test results

3.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of the Project. Such data shall be available to City, authorities with jurisdiction (including funding agencies or representatives) on demand.

3.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED JANUARY 15, 2024

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement. The maximum compensation specified in Section 6 includes all services provided under this Agreement as Amended including those services provided in advance of this Amendment.

SECTION 2. RATES

Compensation under each Purchase Order shall be in accordance with the rates set forth herein.

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Table B-1 attached and incorporated by reference.

2.2 Rates listed in Table B-1 (Hourly Rate Amended January 15, 2024) are fully burdened.

2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts,

invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

	Reimbursable Expense Schedule	Mark Up
1	Subcontractor Services	Not to exceed 10%
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. If the basis of compensation is Time and Materials, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Table B1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

TABLE B-1 – HOURLY RATES
AMENDED JANUARY 15, 2024

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024
Power System Studies	Manager	$ 210.00	$ 221.55	$ 233.74
	Principal Power System Engineer	$ 195.00	$ 205.73	$ 217.04
	Lead Power System Engineer			$ 194.78
	Senior Power System Engineer	$ 175.00	$ 184.63	$ 180.03
	Power System Engineer	$ 148.50	$ 156.67	$ 165.28
	Associate Power System Engineer	$ 120.00	$ 126.60	$ 133.56
Engineering Substation & Transmission	Manager	$ 210.00	$ 221.55	$ 233.74
	Principal Engineer	$ 181.50	$ 191.48	$ 202.01
	Senior Engineer	$ 165.00	$ 174.08	$ 183.65
	Engineer	$ 148.50	$ 156.67	$165.28
	Associate Engineer	$ 118.00	$ 124.49	$131.34
	Lead Designer	$ 154.00	$ 162.47	$171.41
	Senior Designer	$ 121.00	$ 127.66	$134.68
	Designer	$ 109.00	$ 115.00	$ 121.32
	Drafter	$ 88.00	$ 92.84	$ 97.95
Engineering Distribution	Principal Distribution Engineer	$ 160.20	$ 169.01	$ 178.31
	Senior Distribution Engineer (Level IV)	$ 140.00	$ 147.70	$ 155.82
	Senior Distribution Engineer (Level III)	$ 130.38	$ 137.55	$ 145.12
	Distribution Engineer (Level II)	$ 118.00	$ 124.49	$131.34
	Associate Distribution Engineer (Level I)	$ 109.00	$ 115.00	$ 121.32
	Lead Designer	$ 115.00	$ 121.33	$ 128.00
	Senior Designer	$ 109.00	$ 115.00	$ 121.32
	Designer	$ 104.00	$ 109.72	$ 115.75
	Drafter/GIS Specialist	$ 88.00	$ 92.84	$ 97.95
Project Management	Senior Project Manager	$ 181.50	$ 191.48	$ 202.01
	Project Manager	$ 165.00	$ 174.08	$183.65
	Project Coordinator	$ 115.00	$ 121.33	$ 128.00
	Project Controls Scheduler	$ 150.00	$ 158.25	$ 166.95

EXHIBIT E

WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and TRC Solutions, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 2 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:
☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file.

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

Docusign Envelope ID: FD8DCBDA-52D9-410D-BC7F-B3623ADF0C1E

Ebix Insurance No. S200004640

AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services, Inc., dated June 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, and Amendment No. 2, dated February 13, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Table B-1 – Hourly Rates of Exhibit B of the Agreement as Amended is hereby deleted in its entirely and replaced with the attached Table B-1 "Hourly Rates – Amended August 15, 2024, which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

Docusign Envelope ID: FD8DCBDA-52D9-410D-BC7F-B3623ADF0C1E

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Aug 15, 2024 16:13 PDT)
GLEN R. GOOGINS
City Attorney

Dated: 8/19/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California Corporation

Dated: 8/14/2024
By (Signature): DocuSigned by: Edward Myszka
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Karman Ave., Suite 400 Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

Docusign Envelope ID: FD8DCBDA-52D9-410D-BC7F-B3623ADF0C1E

TABLE B-1 – HOURLY RATES
AMENDED AUGUST 15, 2024

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
Power System Studies	Manager	$ 210.00	$ 221.55	$ 233.74	$ 246.59
	Principal Power System Engineer	$ 195.00	$ 205.73	$ 217.04	$ 228.98
	Lead Power System Engineer			$ 194.78	$ 205.49
	Senior Power System Engineer	$ 175.00	$ 184.63	$ 180.03	$ 189.93
	Power System Engineer	$ 148.50	$ 156.67	$ 165.28	$ 174.37
	Associate Power System Engineer	$ 120.00	$ 126.60	$ 133.56	$ 140.91
Engineering Substation & Transmission	Manager	$ 210.00	$ 221.55	$ 233.74	$ 246.59
	Principal Engineer	$ 181.50	$ 191.48	$ 202.01	$ 213.12
	Senior Engineer	$ 165.00	$ 174.08	$ 183.65	$ 193.75
	Engineer	$ 148.50	$ 156.67	$165.28	$ 174.37
	Associate Engineer	$ 118.00	$ 124.49	$131.34	$ 138.56
	Lead Designer	$ 154.00	$ 162.47	$171.41	$ 180.83
	Senior Designer	$ 121.00	$ 127.66	$134.68	$ 142.08
	Designer	$ 109.00	$ 115.00	$ 121.32	$ 127.99
	Drafter	$ 88.00	$ 92.84	$ 97.95	$ 103.33
Engineering Civil/Structural	Manager			$233.74	$ 246.60
	Principal Engineer			$220.00	$ 232.10
	Senior Engineer			$183.65	$ 193.75
	Engineer			$170.00	$ 179.35
	Associate Engineer			$133.34	$ 140.67
	Assistant Engineer			$110.00	$ 116.05
	Lead Designer			$171.41	$ 180.84
	Senior Designer			$134.68	$ 142.09
	Designer			$121.32	$ 127.99
	Drafter			$97.95	$ 103.24
Engineering Distribution	Principal Distribution Engineer	$ 160.20	$ 169.01	$ 178.31	$ 188.11
	Senior Distribution Engineer (Level IV)	$ 140.00	$ 147.70	$ 155.82	$ 164.39

	Senior Distribution Engineer (Level III)	$ 130.38	$ 137.55	$ 145.12	$ 153.10
	Distribution Engineer (Level II)	$ 118.00	$ 124.49	$131.34	$ 138.56
	Associate Distribution Engineer (Level I)	$ 109.00	$ 115.00	$ 121.32	$ 127.99
	Lead Designer	$ 115.00	$ 121.33	$ 128.00	$ 135.04
	Senior Designer	$ 109.00	$ 115.00	$ 121.32	$ 127.99
	Designer	$ 104.00	$ 109.72	$ 115.75	$ 122.12
	Drafter/GIS Specialist	$ 88.00	$ 92.84	$ 97.95	$ 103.33
Project Management	Principal Project Manager			$ 270.00	$ 284.85
	Senior Project Manager	$181.50	$191.48	$ 202.01	$ 213.12
	Project Manager	$165.00	$174.00	$ 183.65	$ 193.75
	Project Coordinator	$115.00	$121.33	$ 128.00	$ 135.04
	Project Controls Scheduler	$150.00	$158.25	$ 166.95	$ 176.14
Field Services	Construction Manager			$ 176.14	$ 185.83
	Senior Construction Manager			$ 213.12	$ 224.84
	Senior Testing Commissioning Engineer			$ 213.12	$ 224.84
	Testing Commissioning Engineer			$ 165.28	$ 174.37
	Permit Specialist			$ 150.00	$ 158.25

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Ebix Insurance No. S200004640

AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc," dated June 16, 2021 (Agreement) for the purpose of having Contractor provide plan implementation and project management services as requested by the City to support capital, operations, and maintenance project for Silicon Valley Power (SVP);

B. The Agreement was previously amended by Amendment No. 1, dated November 30, 2022, Amendment No. 2, dated February 13, 2024, Amendment No. 3, dated August 19, 2024, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to extend the term and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT", is amended to read as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2020 and terminate on November 30, 2028."

2. Table B-1 - Hourly Rates of Exhibit B of the Agreement as Amended is hereby

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deleted in its entirely and replaced with the attached “Fourth Revised - Table B-1 - Hourly Rates,” which is hereby incorporated into the Agreement as Amended.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The effective date of this Amendment No.4 is the date of City’s execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: B4AA6399-EF7D-43D2-B9F0-2C238CBA11BC

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 3/17/2026 | 11:01 AM PDT

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC Solutions, Inc.
a California Corporation

Dated: 3/16/2026 | 2:57 PM PDT

By (Signature): DocuSigned by:
Edward Myszka
88736A27EC7047E...
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Karman Ave., Suite 400
Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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FOURTH REVISED - TABLE B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Jan. 1, 2026 Thru Dec. 31, 2026	Hourly Rates Effective Jan. 1, 2027 Thru Dec. 31, 2027	Hourly Rates Effective Jan. 1, 2028
Power System Studies	Manager	$260.15	$274.47	$289.57
	Principal Power System Engineer	$241.57	$254.86	$268.87
	Lead Power System Engineer	$216.79	$228.72	$241.30
	Senior Power System Engineer	$200.38	$211.40	$223.03
	Power System Engineer	$183.97	$194.08	$204.76
	Associate Power System Engineer	$148.66	$156.84	$165.46
Engineering Substation & Transmission	Manager	$260.15	$274.47	$289.57
	Principal Engineer	$224.85	$237.21	$250.26
	Senior Engineer	$204.41	$215.65	$227.51
	Engineer	$183.97	$194.08	$204.76
	Associate Engineer	$146.18	$154.22	$162.70
	Lead Designer	$190.78	$201.27	$212.34
	Senior Designer	$149.90	$158.14	$166.84
	Designer	$135.03	$142.46	$150.29
	Drafter	$109.02	$115.01	$121.34
Engineering Civil/Structural	Manager	$260.16	$274.47	$289.57
	Principal Engineer	$244.87	$258.33	$272.54
	Senior Engineer	$204.41	$215.65	$227.51
	Engineer	$189.21	$199.62	$210.60
	Associate Engineer	$148.41	$156.57	$165.18
	Assistant Engineer	$122.43	$129.17	$136.27
	Lead Designer	$190.78	$201.28	$212.35
	Senior Designer	$149.90	$158.15	$166.84
	Designer	$135.03	$142.46	$150.29
	Drafter	$109.02	$115.02	$121.34
Engineering Distribution	Principal Distribution Engineer	$198.46	$209.37	$220.89
	Senior Distribution Engineer (Level IV)	$173.44	$182.97	$193.04
	Senior Distribution Engineer (Level III)	$161.52	$170.40	$179.77
	Distribution Engineer (Level II)	$146.18	$154.22	$162.70
	Associate Distribution Engineer (Level I)	$135.03	$142.46	$150.29
	Lead Designer	$142.46	$150.30	$158.57
	Senior Designer	$135.03	$142.46	$150.29
	Designer	$128.84	$135.92	$143.40
	Drafter/GIS Specialist	$109.02	$115.01	$121.34
Project Management	Principal Project Manager	$300.52	$317.05	$334.48
	Senior Project Manager	$224.85	$237.21	$250.26
	Project Manager	$204.41	$215.65	$227.51

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	Project Coordinator	$142.46	$150.30	$158.57
	Project Controls Scheduler	$185.82	$196.04	$206.83
Field Services	Construction Manager	$196.05	$206.83	$218.21
	Senior Construction Manager	$237.21	$250.25	$264.02
	Senior Testing Commissioning Engineer	$237.21	$250.25	$264.02
	Testing Commissioning Engineer	$183.96	$194.08	$204.75
Land/ROW Services	Project Manager	$193.75	$204.41	$215.65
	Permit Specialist	$158.25	$166.95	$176.14
	Land Agent, Project Coordinator	$135.04	$142.47	$150.30
	Drafter, Document Specialist	$103.33	$109.01	$115.01

THIRD REVISED - TABLE B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025 thru Dec. 31, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05
	Lead Designer			$171.41	$180.84
	Senior Designer			$134.68	$142.09

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	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10
	Distribution Engineer (Level II)	$118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$109.00	$115.00	$121.32	$127.99
	Lead Designer	$115.00	$121.33	$128.00	$135.04
	Senior Designer	$109.00	$115.00	$121.32	$127.99
	Designer	$104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$88.00	$92.84	$97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

EBIX Insurance No. S200004651

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES between the CITY OF SANTA CLARA, CALIFORNIA, and BURNS & McDONNELL WESTERN ENTERPRISES, INC.,

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns & McDonnell Western Enterprises, Inc., a Missouri corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, experience, necessary licenses and desire to provide any/or all professional services of the quality and type which meet objectives and requirements of City as set forth in this Agreement; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations, and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2023, and terminate on April 30, 2028.

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through April 30, 2033 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A or as more specifically defined in separate specified in each Purchase Order. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California, as may be required by the specific deliverable.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the material subject matter expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all deliverables provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one Million Dollars ($1,000,000), and subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses required to perform the Services. All work performed or materials provided in excess of the maximum compensation, as authorized by this agreement, shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. Upon such termination, City shall pay Contractor for all reasonable expenses and charges outstanding for the portion of Services completed at the time of termination.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement upon written notice to

Contractor and a 10-day opportunity to cure, if in City's opinion it is curable.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in their performance of Services.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared, or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project for which work was authorized, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the direct cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City mutually agreed upon reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

Audits, requested by the City, shall be conducted at Contractor's headquarters offices upon reasonable advance written notice from the City.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such third-party claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no additional cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov

And to Contractor addressed as follows:

Amy E. Bartak
Burns & McDonnell
140 S State College Blvd, Suite 100
Brea, CA 92821
and by e-mail at abartak@burnsmcd.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20),

Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that to the best of its knowledge it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state, or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (May 25, 2023 10:02 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 5/26/23

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a Missouri corporation

Dated: May 17, 2023
By (Signature): Stephen Kane
Name: STEPHEN KANE
Title: Vice President
Principal Place of Business Address: 140 S. State College Blvd. Suite 100, Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-2039

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor for a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow.

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Create and update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115kV.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC- 006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC- 019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.

3.2.3 Contractor's quote shall include the following details:

3.2.3.1 The specific service(s) to be performed;

3.2.3.2 Location where services will be performed;

3.2.3.3 The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.3.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.3.4.1 Labor costs

3.2.3.4.2 Tools and materials;

3.2.3.4.3 Equipment;

3.2.3.4.4 Subcontractor services

3.2.3.4.5 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.3.4.6 Total not to exceed cost of requested task.

3.2.4 Items not included in the quote are assumed to be included in the hourly rate.

3.2.5 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.6 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail. All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.7 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3, Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.8 Emergency Services

3.2.8.1 An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.8.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e- mail is acceptable).

3.2.8.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.8.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3, and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.9 Changes

3.2.9.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.9.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved

purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an update Purchase Order in advance of performing additional work.

3.2.9.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.10 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.11 SVP shall not be required to pay a deposit or any other form of pre- payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed, during business hours (M-F 9:00am to 5:00pm).

4.2 Any work that requires overtime rates shall be identified and approved in writing by City prior to work commencing.,

4.3 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific Purchase Order.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately.

EXHIBIT B
SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:

2.2 All services shall be quoted and authorized using the Work Authorization process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work

2.3 Rates shall remain fixed for the initial two years of the Agreement. After the initial two years Contractor may request adjustments to the compensation rates no more than annually

2.3.1 The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.

2.3.2 City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

3.1 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates and that such expenses were included in the project quote or work authorization pursuant to Section 3 of Exhibit A..

3.3 The following expenses may be reimbursable by City.

3.3.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.3.1.1 Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.3.1.2 Rental car and airfare, where required, shall be at economy class.

3.3.1.3 City shall not reimburse local travel (within Santa Clara County).

3.3.2 The cost of third-party subconsultants costs to the extent City has preapproved, in writing.

3.3.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.3.4 Any other expenses expressly identified as being reimbursable and approved according to the process in Section 3 of Exhibit A..

3.4 Except as specified in this Agreement, City will reimburse these expenses at actual cost plus ten percent (10%).

3.5 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

EXHIBIT B-1
HOURLY RATES

Direct Labor		
Name	**Title**	**Hourly Rate**
Level 5	GENERAL OFFICE	$ 60.00
Level 6	TECHNICIAN	$ 75.00
Level 7	ASSISTANT	$ 89.00
Level 8	ASSISTANT	$ 119.00
Levl 9	ASSISTANT	$ 141.00
Level 10	STAFF	$ 160.00
Level 11	STAFF	$ 176.00
Level 12	SENIOR	$ 195.00
Level 13	SENIOR	$ 216.00
Level 14	ASSOCIATE	$ 226.00
Level 15	ASSOCIATE	$ 229.00
Level 16	ASSOCIATE	$ 231.00
Subconsultant		
Name	**Title**	**Hourly Rate**
SEL ES	Consultant Principal Engineer	$ 285.00
SEL ES	Senior Engineer	$ 210.00
SEL ES	Project Engineer III	$ 175.00
SEL ES	Project Engineer II Senior Specialist Senior Relay Commissioning Technician	$ 160.00
SEL ES	Project Engineer I Specialist III Relay Commissioning Technician III Project Controller II & III Senior Designer	$ 140.00
SEL ES	Designer III Specialist II Project Controller I	$ 125.00
SEL ES	Associate Project Engineer Relay Commissioning Technician II Field Service Technician III	$ 120.00
SEL ES	Designer II Specialist I	$ 115.00
SEL ES	Designer I Relay Commissioning Technician I	$ 95.00
SEL ES	Drafter Account Administrator III Field Service Technician II	$ 85.00
SEL ES	Account Administrator I & II Administrative Field Service Technician I Engineering Intern	$ 75.00
SEL ES	Security Engineer	$ 220.00
SEL ES	Senior Security Specialist	$ 185.00
SEL ES	Security Specialist	$ 175.00
Samearth Consulting Engineers Inc	Project Manager/Project Engineer	$ 140.00
Samearth Consulting Engineers Inc	Professional/Consulting Engineer	$ 115.00
Samearth Consulting Engineers Inc	Sr. Engineer	$ 105.00
Samearth Consulting Engineers Inc	Engineer	$ 100.00
Samearth Consulting Engineers Inc	Assistant Engineer	$ 95.00
Samearth Consulting Engineers Inc	Designer	$ 84.00
Samearth Consulting Engineers Inc	Drafting Tech	$ 75.00
Samearth Consulting Engineers Inc	Technical Specialist/PM/PC Support	$ 88.00
Samearth Consulting Engineers Inc	Clerical	$ 45.00
ICR Service Inc	CM/PMP	$ 118.45
ICR Service Inc	Field Inspector	$ 109.95
Kewo Engineering Corporation	Sr. Project Manager	$ 190.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies,

satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor

Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any

time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BURNS & MCDONNELL WESTERN ENTERPRISES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns and McDonnell Western Enterprises, Inc., a Missouri corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and Burns & McDonnell Western Enterprises, Inc., dated May 26, 2023 (Agreement) for the purpose of having Contractor provide electric utility engineering services, and

B. The Parties now wish to amend the Agreement to update the scope of services and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents" is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended March 1, 2024, which is hereby incorporated into the Agreement.

3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended March 1, 2024, which is hereby incorporated into the Agreement.

4. Exhibit E – Sample Work Authorization is hereby added to the Agreement, which is attached hereto and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 3/26/24

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
A MISSOURI CORPORATION

Dated: 03/18/2024
By (Signature): Stephen Kane
Name: STEPHEN KANE
Title: Vice President
Principal Place of Business Address: 140 S. State College Blvd., Suite 100 Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-2039

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED FEBRUARY 15, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash studies,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services such as:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services such as:

1.14.1 System analysis studies as directed by SVP including, but limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.

1.14.2 Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Provide cost estimates for equipment;

1.14.5 Develop standards, procedures, operations guides, and training; and

1.14.6 Provide support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of seven (7) firms selected to perform electric utility engineering services, pursuant to seven (7) separate agreements (collectively, the "Electric Utility Engineering Agreements"). Specific Services will be assigned as set forth below.

3.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and Purchase Order.

3.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 3.

3.4 A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

3.5 Work Request

3.5.1 When electric utility engineering services are required, SVP will notify one or more contractors under Electric Utility Engineering Agreements for the proposed services.

3.5.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

3.6 Proposal

3.6.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

3.6.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

3.6.1.2 A work plan that includes a detailed description by task of the services to be performed.

3.6.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

3.6.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

3.6.1.5 Any required drawings or documents.

3.6.1.6 A list of City responsibilities.

3.6.1.7 An itemized cost proposal showing:

3.6.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

3.6.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

3.6.1.7.3 Parts/materials

3.6.1.7.4 Rental and/or specialty equipment

3.6.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

3.6.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

3.6.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

3.6.1.7.8 Estimated total cost including sales tax.

3.6.1.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

3.6.1.7.10 Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

3.6.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

3.7 Work Authorization:

3.7.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

3.7.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E.

Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

3.7.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

3.7.4 Each Approved Work Authorization shall have a Purchase Order attached to it.

3.7.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.

3.7.6 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

3.8 Changes to Work Authorization:

3.8.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

3.8.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

3.8.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and

Purchase Order shall amend the Services and be incorporated into the Services by reference.

3.8.4 Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

3.9 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

3.10 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

3.11 Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

3.12 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

3.13 The City (through the individuals listed in section 3.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

3.14 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.15 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

3.16 Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued.

4 E-BUILDER

4.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.

4.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

4.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

4.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

4.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

4.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

4.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

4.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

4.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

4.9.1 Correspondence,

4.9.2 Meeting minutes,

4.9.3 Product data, reports, certifications, etc. must be submitted in PDF format. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample),

4.9.4 Requests for Information (RFI's),

4.9.5 Submittals and shop drawings,

4.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications,

4.9.7 Pay applications,

4.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email,

4.9.9 Pre-Task Plans (PTPs),

4.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports,

4.9.11 All official reports, such as commissioning reports,

4.9.12 Notices and claims,

4.9.13 Operations and maintenance manuals,

4.9.14 All close-out documents, and

4.9.15 All testing results

4.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of each project. Such data shall be available to City and authorities with the jurisdiction (including funding agencies or representatives) on demand.

4.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

5 SCHEDULE OF PERFORMANCE

5.1 Unless otherwise requested and authorized by City, Contractor shall perform the services listed above, as needed, during business hours (M-F 8:00am to 5:00pm).

5.2 Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

5.3 Contractor may be required to perform the services onsite and/or remotely.

6 REPORTING AND DOCUMENTATION

6.1 Contractor shall provide regular status updates on Services performed during the term of the Agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

6.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

6.3 Additional reporting shall be indicated in the scope for specific Purchase Orders.

7 STAFFING REQUIREMENTS

7.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

7.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

7.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

7.3.1 Legally authorized to work in United States.

7.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating

instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.

7.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

7.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

7.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

7.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

7.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

7.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

7.8.2 SVP shall not unreasonably withhold approval.

7.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

8 SAFETY

8.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

8.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

8.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

8.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

8.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the

medication can potentially impair the employee's ability to perform the work safely.

8.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

8.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

9 EMPLOYEE TRAINING

9.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

9.2 Contractor's employee training shall be at no cost to SVP.

9.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

10 PROFESSIONAL BEHAVIOR

10.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

10.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

10.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

10.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

10.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

AMENDMENT NO. 1
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BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED MARCH 1, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 This is a time and materials agreement. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – LABOR RATES AMENDED MARCH 1, 2024 attached and incorporated by reference.

2.2 Rates listed in Appendix B-1 are fully burdened.

2.3 Nonexempt personnel in levels 5 through 11 may be billed at the overtime rates listed in Appendix B-1

2.4 Contract/Agency Personnel shall be billed according to rates listed in Appendix B-1 as if such personnel are a direct employee of Burns & McDonnell. "Contract/Agency Personnel" shall mean personnel utilized at the discretion of Contractor to provide the Services that are not directly employed by Burns & McDonnell as defined at law but are on loan from another employer through a contract or purchase order, including personnel from Burns & McDonnell's subsidiaries and affiliates (including Burns & McDonnell International Inc. and Burns & McDonnell Engineering India Pvt. Ltd). Such contracts and purchase orders are not "Subcontracts" as used herein and are not subject to 10% markup. All Contract/Agency Personnel shall be considered agents of Contractor, and able to act on behalf of Contractor within the scope of the authority granted such Contract/Agency Personnel according to job function and billing classification.

2.5 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to

alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.6 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 3 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

	Reimbursable Expense Schedule	Mark Up
1	Subcontractor Services	Not to exceed 10%
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	Not to exceed 10%

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals where applicable.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

APPENDIX B-1 – HOURLY RATES

AMENDED MARCH 1, 2024

Direct Labor	Title	Hourly Rate	Hourly Rates	Overtime Rates
		Effective: May 26, 2023 – December 31, 2023	Effective January 1, 2024	
Name	Title			
Level 5	GENERAL OFFICE	$ 60.00	$69.00	$103.50
Level 6	TECHNICIAN	$ 75.00	$85.25	$127.88
Level 7	ASSISTANT	$ 89.00	$97.75	$146.63
Level 8	ASSISTANT	$ 119.00	$134.50	$201.75
Level 9	ASSISTANT	$ 141.00	$155.50	$233.25
Level 10	STAFF	$ 160.00	$171.50	$257.25
Level 11	STAFF	$ 176.00	$190.00	$285.00
Level 12	SENIOR	$ 195.00	$208.25	$208.25
Level 13	SENIOR	$ 216.00	$222.75	$222.75
Level 14	ASSOCIATE	$ 226.00	$241.75	$241.75
Level 15	ASSOCIATE	$ 229.00	$241.75	$241.75
Level 16	ASSOCIATE	$ 231.00	$241.75	$241.75

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Burns & McDonnell Western Enterprises, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 3 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file. *Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.
☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BURNS & MCDONNELL WESTERN ENTERPRISES, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Burns and McDonnell Western Enterprises, Inc. a Missouri corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and Burns & McDonnell Western Enterprises, Inc." dated May 26, 2023, (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide electrical utility engineering services; and

C. The Parties amended the Agreement (Amendment No. 1) on March 26, 2024 to update the scope of services and update the hourly rates.

D. The Parties now wish to amend the Agreement to, among other things, update Exhibit B (Schedule of Fees and Payment Provisions).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents" is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Exhibit B – Compensation and Fee Schedule is amended and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended December 1, 2024, which is hereby incorporated into the Agreement.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

(Signatures on Page 3)

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (Dec 23, 2024 16:49 PST)

GLEN R. GOOGINS
City Attorney

Dated: 1/6/25

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BURNS & MCDONNELL WESTERN ENTERPRISES, INC.
a Missouri Corporation

Dated: 12/20/24

By (Signature): Stephen Kane
Name: Stephen Kane
Title: Vice President
Principal Place of Business Address: 140 S. State College Blvd. Suite 100 Brea, CA 92821
Email Address: skane@burnsmcd.com
Telephone: (714) 989-2039

"CONTRACTOR"

EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED DECEMBER 1, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes

2.3.1 Rate Increase. Contractor may increase rates annually beginning December 1, 2026, by the lesser of 5% or a percentage amount not to exceed the percent change of the preceding 12 month period in the Consumer Price Index for all Urban Customers, selected items, not seasonally adjusted as published by the U.S. Bureau of Labor Statistics at https://www.bls.gov/cpi or successor site. In no event shall such increase exceed 5% annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 3 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the

required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside services (including subconsultant fees, subcontractor fees, equipment, materials, and facilities not furnished directly by Contractor).	10% Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (including subconsultants / subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	10% Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify a) that the charges are in accordance with the Work Authorization, (b) that

rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.5 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.6 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 3 of Exhibit A. The rates applicable for the Services provided at hourly rates are listed in Table B1 (Labor Rates Effective November 1, 2024) and Table B2 (Labor Rates Effective May 26, 2023 through October 31, 2024).

1.2. In cases where services are required but the applicable rate is not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

TABLE B1 (LABOR RATES EFFECTIVE NOVEMBER 1, 2024)

RATES EFFECTIVE NOVEMBER 1, 2024		
Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	$269.79	$269.79
Senior – 13	$248.59	$248.59
Senior – 12	$232.41	$232.41
Staff – 11	$212.04	$285.00
Staff – 10	$191.39	$257.25
Assistant – 9	$173.54	$233.25
Assistant – 8	$150.10	$201.75
Assistant – 7	$109.09	$146.63
Technician – 6	$95.14	$127.88
General Office – 5	$77.00	$103.50

TABLE B2 (LABOR RATES EFFECTIVE JANUARY 1, 2024 THROUGH OCTOBER 31, 2024)

Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	$241.75	$241.75
Senior – 13	$222.75	$222.75
Senior – 12	$208.25	$208.25
Staff – 11	$190.00	$285.00
Staff – 10	$171.50	$257.25
Assistant – 9	$155.50	$233.25
Assistant – 8	$134.50	$201.75
Assistant – 7	$97.75	$146.63
Technician – 6	$85.25	$127.88
General Office – 5	$69.00	$103.50

(LABOR RATES EFFECTIVE MAY 26, 2023 THROUGH DECEMBER 31, 2023)

Job Title	Hourly Rate	Overtime Rate
Associate – 14 or above	$241.75	$241.75
Senior – 13	$222.75	$222.75
Senior – 12	$208.25	$208.25
Staff – 11	$190.00	$285.00
Staff – 10	$171.50	$257.25
Assistant – 9	$155.50	$233.25
Assistant – 8	$134.50	$201.75
Assistant – 7	$97.75	$146.63
Technician – 6	$85.25	$127.88
General Office – 5	$69.00	$103.50

1.3. Contractor may charge for work over 8 hours per day and on weekends and holidays. Overtime shall be approved in advance as part of a Work Authorization. To the extent that use of overtime may result in exceeding the maximum compensation of a Work Authorization, Contractor shall follow the process in Section 3.8 of Exhibit A.

1.4 Holidays:

1.4.1 Observed holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the Day after Thanksgiving, Christmas Day

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed $1,500,000 for an initial three-year term with two one-

year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed $1,500,000 for an initial five-year term with up to five one-year options to renew.
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew.
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew.
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew.
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew.
8. TR International Trading Company for salt delivery services in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed $200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations
This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, both purchasing positions are not currently filled and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items
Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services

SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one -year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed $1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed $1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed $3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services
All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	$91,107.00
Evoqua	$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed $650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services
SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car a hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary “mini” competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed $20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e-procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor NameBid Price	
TR International Trading Company (TRInternational)	$49,680
John's Salt Service	$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed $300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	Bid Price
Pacific Star Chemical (dba Northstar Chemical)	$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed $300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:
Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed $200,000 until such time as the City can enter into an agreement through BACC.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed $1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed $1,500,000 for an initial five -year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew with:
    a. Electrical Maintenance Consultants
    b. Brush Americas
    c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew with:
    a. Axis Mechanical Group
    b. HPI, LLC
    c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew with:
    a. Puretech
    b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
    a. Burns and McDonnell Engineering Company, Inc.

b. Electrical Consultants, Inc.
c. HDR Engineering, Inc.
d. Leidos Engineering, LLC
e. Power-Tech Engineers, Inc.
f. SEL Engineering Services, Inc.
g. Soudi Consultants, Inc.
h. TRC Solutions, Inc.
i. Worley Group, Inc., doing business as Advisian;

7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew with:
    a. BSI Services and Solutions, Inc.
    b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed $200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

EBIX Insurance No. S200005069

AGREEMENT DESIGN PROFESSIONAL FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HDR ENGINEERING, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services".

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 1, 2022 and terminate on September 30, 2027.

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through September 30, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Purchase Order. Time is of the essence.

A. All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall satisfy the standard of care set forth in Section 5 below. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, including any negligent errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of an appropriately licensed and qualified professional in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars $1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, and if Contractor fails to cure the failure within ten (10) days following written notice thereof from the City, City may terminate this Agreement immediately upon written notice to Contractor in addition to all other remedies provided by law.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project for which work was authorized, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges

made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising from, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov

And to Contractor addressed as follows:

HDR Engineering, Inc.
Attn: Christina M. Keithley
3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597
and by e-mail at Christina.Keithley@HDRinc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. WAIVER

Notwithstanding anything to the contrary, in this Agreement and to the fullest extent permitted by law, neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages

(including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to Contractor's services or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

27. OPERATIONAL TECHNOLOGY SYSTEMS

The City agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Contractor are dependent upon City's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that given the operation and maintenance of the OT Systems. City shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e., ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updating into production. Security features designed, recommended or assessed by Contractor are intended to reduce the likelihood that OT Systems will be compromised by internal and external breach, compromise, and similar incidents, however, Contractor does not guarantee that City's OT Systems are or will be impenetrable and City agrees to waive any claims against Contractor resulting from any such incidents that relate to the affect the OT Systems.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 12/15/22

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDR ENGINEERING, INC.
a Nebraska corporation

Dated: November 3, 2022
By (Signature):
Name: Holly Kennedy
Title: Senior Vice President
Principal Place of Business Address: 3003 Oak Avenue, Suite 500 Walnut Creek, CA 94597
Email Address: Holly.Kennedy@HDRinc.com
Telephone: (916) 817-4700

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor to perform a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow.

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ server upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arch Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP's to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.

3.2.3 Contractor's quote shall include the following details:

3.2.3.1 The specific service(s) to be performed;

3.2.3.2 Location where services will be performed;

3.2.3.3 The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.3.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.3.4.1 Labor costs

3.2.3.4.2 Tools and materials;

3.2.3.4.3 Equipment;

3.2.3.4.4 Subcontractor services

3.2.3.4.5 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.3.4.6 Total not to exceed price.

3.2.3.5 DIR Number for any Subcontractors.

3.2.4 Items not included in the quote are assumed to be included in the hourly rate.

3.2.5 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.6 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

3.2.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.8 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3. Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.9 Emergency Services

3.2.9.1 An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.9.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).

3.2.9.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.9.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.10 Changes

3.2.10.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.10.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an

updated Purchase Order in advance of performing additional work.

3.2.10.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.11 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.12 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed during business hours (M-F 9:00am – 5:00pm).

4.2 Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

4.3 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific Purchase Orders.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.4 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.5 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.6 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately

EXHIBIT B
SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:

2.2 All services shall be quoted and authorized using the Purchase Order process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work

2.3 Rates shall remain fixed through December 31, 2023. Sixty (60) days before a requested rate change which shall be effective no sooner than January 1, 2024, and annually after that, Contractor may request adjustments to the compensation rates subject to the following provisions:

2.3.1 The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.

2.3.2 City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

3.1 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates, and that such expenses were included in the project quote or work authorization pursuant to Section 3 of Exhibit A..

3.3 The following expenses may be reimbursable by City.

3.3.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.3.1.1 Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.3.1.2 Rental car and airfare, where required, shall be at economy class.

3.3.1.3 City shall not reimburse local travel (within Santa Clara County).

3.3.2 The cost of third-party subconsultants to the extent City has preapproved, in writing.

3.3.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.3.4 Any other expenses expressly identified as being reimbursable and approved according to the process in Section 3 of Exhibit A.

3.4 Except as specified in this Agreement, City will reimburse these expenses at actual cost plus eight percent (8%).

3.5 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment. City will pay all undisputed amounts within 30 days following receipt of Contractor's invoice.

EXHIBIT B-1
RATES

HDR Hourly Rates

CLASSIFICATION	LEVEL I RATE	LEVEL II RATE	LEVEL III RATE	LEVEL IV RATE	LEVEL V RATE
Design Engineers/EITs	$112	$117	$123	$138	$142
Project Engineers Project Managers	$151	$165	$173	$184	$196
Senior Engineers Senior Project Managers	$201	$218	$237	$254	$267
Project Principal Senior Technical Advisors	$273	$283	$298	$314	$329
Designers/Technicians	$105	$119	$131	$148	$167
CADD/BIM Specialists	$98	$102	$113	$127	$141
Accounting/Administration	$98	$102	$113	$127	$141

APT Hourly Rates

BILLING CLASSIFICATION	RATE
Senior Engineer	$225
Senior Field Service	$200
Application Engineer	$200
Field Service	$150

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $3,000,000 Each Occurrence
   $3,000,000 General Aggregate
   $3,000,000 Products/Completed Operations Aggregate
   $3,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must include the types of work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($3,000,000) per claim or two million dollars ($3,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the

terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2 Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3 The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HDR ENGINEERING, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and HDR Engineering, Inc., dated December 15, 2022 (Agreement) for the purpose of having Contractor provide electric utility engineering services, and

B. The Parties now wish to amend the Agreement to update the scope of services and rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents" is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended May 1, 2024, which is hereby incorporated into the Agreement.

3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended May 1, 2024, which is hereby incorporated into the Agreement.

4. Exhibit E – Sample Work Authorization is hereby added to the Agreement, which is attached hereto and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 5/1/2024

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDR ENGINEERING, INC.
a Nebraska corporation

Dated: April 26th, 2024
By (Signature):
Name: Holly Kennedy
Title: Senior Vice President
Principal Place of Business Address: 3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597
Email Address: Holly.Kennedy@HDRinc.com
Telephone: (916) 817-4700

"CONTRACTOR"

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED MAY 1, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update Silicon Valley Power (SVP's) Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

1.2 Perform engineering studies including, but not limited to:

1.2.1 System impact studies

1.2.2 Equipment capacity and rating,

1.2.3 Load calculations,

1.2.4 Coordination studies,

1.2.5 Arc-flash studies,

1.2.6 Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services such as:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services such as:

1.14.1 System analysis studies as directed by SVP including, but not limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.

1.14.2 Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Provide cost estimates for equipment;

1.14.5 Develop standards, procedures, operations guides, and training; and

1.14.6 Provide support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 SVP is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of seven (7) firms selected to perform electric utility engineering services, pursuant to seven (7) separate agreements (collectively, the "Electric Utility Engineering Agreements"). Specific Services will be assigned as set forth below.

3.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and Purchase Order.

3.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 3.

3.4 Work Request

3.4.1 When electric utility engineering services are required, SVP will notify one or more contractors under Electric Utility Engineering Agreements for the proposed services.

3.4.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

3.5 Proposal

3.5.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

3.5.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

3.5.1.2 A work plan that includes a detailed description by task of the services to be performed.

3.5.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

3.5.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

3.5.1.5 Any required drawings or documents.

3.5.1.6 A list of City responsibilities.

3.5.1.7 An itemized cost proposal showing:

3.5.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

3.5.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating prevailing wage and non-prevailing wage services.

3.5.1.7.3 Parts/materials

3.5.1.7.4 Rental and/or specialty equipment

3.5.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

3.5.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

3.5.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

3.5.1.7.8 Estimated total cost including sales tax.

3.5.1.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

3.5.1.7.10 Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

3.5.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

3.6 Work Authorization:

3.6.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

3.6.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit

within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

3.6.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

3.6.4 Each Approved Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

3.6.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase Orders are issued by the Finance Department.

3.7 Changes to Work Authorization:

3.7.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

3.7.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

3.7.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

3.7.4 Contractor shall not initiate the additional services associated

with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

3.8 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

3.9 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

3.10 Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

3.11 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

3.12 The City (through the individuals listed in Section 3.6.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

3.13 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.14 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

4 E-BUILDER

4.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.

4.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

4.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

4.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

4.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

4.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

4.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

4.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

4.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

4.9.1 Correspondence,

4.9.2 Meeting minutes,

4.9.3 Product data, reports, certifications, etc. must be submitted in PDF format. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample),

4.9.4 Requests for Information (RFI's),

4.9.5 Submittals and shop drawings,

4.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications,

4.9.7 Pay applications,

4.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email,

4.9.9 Pre-Task Plans (PTPs),

4.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports,

4.9.11 All official reports, such as commissioning reports,

4.9.12 Notices and claims,

4.9.13 Operations and maintenance manuals,

4.9.14 All close-out documents, and

4.9.15 All testing results

4.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of each project. Such data shall be available to City and authorities with the jurisdiction (including funding agencies or representatives) on demand.

4.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

5 SCHEDULE OF PERFORMANCE

5.1 Unless otherwise requested and authorized by City, Contractor shall perform the services listed above, as needed, during business hours (M-F 8:00am to 5:00pm).

5.2 Contractor may be required to perform the services onsite and/or remotely.

6 REPORTING AND DOCUMENTATION

6.1 Contractor shall provide regular status updates on Services performed during the term of the Agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

6.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

6.3 Additional reporting shall be indicated in the scope for specific Approved Work Authorization.

7 STAFFING REQUIREMENTS

7.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

7.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

7.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

7.3.1 Legally authorized to work in United States.

7.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.

7.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

7.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

7.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

7.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

7.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

7.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

7.8.2 SVP shall not unreasonably withhold approval.

7.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

8 SAFETY

8.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

8.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

8.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

8.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

8.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

8.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

8.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

9 EMPLOYEE TRAINING

9.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

9.2 Contractor's employee training shall be at no cost to SVP.

9.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

10 PROFESSIONAL BEHAVIOR

10.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

10.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

10.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

10.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

10.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT B - COMPENSATION AND FEE SCHEDULE
AMENDED MAY 1, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 This is a time and materials agreement. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – LABOR RATES AMENDED MAY 1, 2024 attached and incorporated by reference.

2.2 Rates listed in Appendix B-1 are fully burdened.

2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 3 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, and (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

	Reimbursable Expense Schedule	Mark Up
1	Subcontractor Services	No Markup
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	Not to exceed 8%

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals where applicable.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

APPENDIX B-1 – HOURLY RATES
AMENDED MAY 1, 2024

Hourly Rates Effective April 1, 2024

Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	$118	$123	$129	$145	$149
Project Engineers Project Managers	$159	$173	$182	$193	$206
Senior Engineers Senior Project Managers	$211	$229	$249	$267	$280
Project Principal Senior Technical Advisors	$287	$297	$313	$330	$345
Designers/Technicians	$110	$125	$138	$155	$175
CADD/BIM Specialists	$103	$107	$119	$133	$148
Accounting/Administration	$103	$107	$119	$133	$148

Hourly Rates Dec. 15, 2022 – March 31, 2024

Classification	Level I	Level II	Level III	Level IV	Level V
Design Engineers/EITs	$112	$117	$123	$138	$142
Project Engineers Project Managers	$151	$165	$173	$184	$196
Senior Engineers Senior Project Managers	$201	$218	$237	$254	$267
Project Principal Senior Technical Advisors	$273	$283	$298	$314	$329
Designers/Technicians	$105	$119	$131	$148	$167
CADD/BIM Specialists	$ 98	$102	$113	$127	$141
Accounting/Administration	$ 98	$102	$113	$127	$141

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and HDR Engineering, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 3 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file. *Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.
☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200005069

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HDR ENGINEERING, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California and HDR Engineering, Inc.", dated December 15, 2022 (Agreement) for services which include licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors to support Silicon Valley Power;

B. The Agreement was previously amended by Amendment No. 1, dated May 1, 2024 and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended to extend the term, increase the maximum compensation, modify Exhibits A and B, and update rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended is amended in its entirety to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and materials provided by Contractor in accordance with Exhibit B, entitled "Schedule of Fees and Payment Provisions." The maximum compensation of this Agreement is two million five hundred thousand dollars ($2,500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies,

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materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at the Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance."

2. Exhibit A of the Agreement as Amended is deleted and replaced with Exhibit A "Scope of Services Amended April 1, 2025", attached hereto and incorporated into the Agreement as Amended.

3. Exhibit B of the Agreement as Amended is deleted and replaced with Exhibit B "Schedule of Fees and Payment Provisions Amended April 1, 2025", attached hereto and incorporated into the Agreement as Amended.

4. Appendix B-1 of the Agreement as Amended, entitled "Hourly Rates", is deleted in its entirety and replaced with the Appendix B-1 Hourly Rates, attached hereto and incorporated by reference into the Agreement as Amended.

5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

[SIGNATURES ON FOLLOWING PAGE]

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The effective date of this Amendment No. 2 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 8/18/2025 | 12:32 PM PDT

DocuSigned by:
Jovan D. Grogan
5EAD88DED6C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDR ENGINEERING, INC.
A NEBRASKA CORPORATION

Dated: July 24, 2025

By (Signature):

Name: Holly Kennedy

Title: Senior Vice President

Principal Place of Business Address: 3003 Oak Avenue, Suite 500
Walnut Creek, CA 94597

Email Address: Holly.Kennedy@HDRinc.com

Telephone: (916) 817-4700

"CONTRACTOR"

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AMENDMENT NO. 2
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND HDR ENGINEERING, INC.
EXHIBIT A – SCOPE OF SERVICES
AMENDED APRIL 1, 2025

SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide electric utility engineering services to support the City of Santa Clara's Electric Utility, Silicon Valley Power ("Services").

1.2 Background:

1.2.1 SVP is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

1.2.2 SVP operates equipment at 230kV and 115Kv.

1.3 Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

1.3.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

1.3.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

1.3.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

1.3.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

SECTION 2. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the Work Authorization Process described in Section 6 and as further described pursuant to individual Work Authorizations or Purchase Orders, as applicable.

2.1 Maintain and update Silicon Valley Power (SVP's) Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

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2.2 Perform engineering studies including, but not limited to:

2.2.1 System impact studies

2.2.2 Equipment capacity and rating,

2.2.3 Load calculations,

2.2.4 Coordination studies,

2.2.5 Arc-flash studies,

2.2.6 Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

2.3 Perform event and/or root cause analysis;

2.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

2.5 Develop and review protective device, metering, and automation device settings and logic;

2.6 Perform Arc Flash studies using SVP recommended software;

2.7 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services assisting SVP to assure compliance with all NERC standards as they may be amended. Prepare and document North American Electric Reliability Corporation (NERC) compliance reports;

2.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

2.9 Update Protection, Control, and Automation (PCA) documents;

2.10 Provide test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

2.11 Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

2.12 Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

2.13 Electric Utility Operational Technology Engineering Services such as:

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2.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

2.13.2 ION meter programming and configuration;

2.13.3 PQ system upgrade support services;

2.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

2.13.5 Support services for maintenance and upgrade of synchrophasor systems;

2.13.6 Support services for automation and control devices; and

2.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

2.14 Owners Engineering and Project Management Services such as:

2.14.1 System analysis studies as directed by SVP including, but not limited to: short circuit studies; area coordination studies; planning studies; facilities rating studies; arc flash studies; system impact studies for interconnection; project development and system expansion studies; and standards development studies.

2.14.2 Project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

2.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

2.14.4 Provide cost estimates for equipment;

2.14.5 Develop standards, procedures, operations guides, and training; and

2.14.6 Provide support services for construction and testing crews.

2.15 Support for Federal Energy Regulatory Commission (FERC) licensing

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

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3.1.3 Subconsultant and subcontractor management

3.2 All reports, cost estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

3.3 The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

SECTION 4. REPORTS

4.1 Contractor shall provide regular updates regarding the cost, schedule, and status for Services performed throughout the Term.

4.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

5.1 All Services shall be completed in a timely, efficient manner so as to meet the project schedule of each Work Authorization or Purchase Order, as defined in Section 6.

SECTION 6. WORK AUTHORIZATION PROCESS

6.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements for Electric Utility Engineering Services. The City will award and authorize specific Services as set forth in this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

6.2 Call for Proposal (CFP)

6.2.1 When Services are required, City will issue a CFP to eligible contractors with a Project Agreement to submit a written proposal for Services ("Proposal").

6.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

6.3 Proposal

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6.3.1 If the Contractor desires to respond to a CFP, Contractor will prepare and submit a written Proposal for that CFP. A Proposal shall be in a format and contain such information as specified in the CFP which may include the following, where applicable for that CFP:

6.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

6.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

6.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

6.3.1.4 The names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

6.3.1.5 Any required drawings or documents.

6.3.1.6 A list of City responsibilities

6.3.1.7 A final acceptance criteria

6.3.1.8 Itemized cost including the following:

6.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B. Indicate labor subject to prevailing wage requirements.

6.3.1.8.2 Subconsultant or subcontractor scope of services or quote including hours and hourly rates. Indicate labor subject to prevailing wage requirements.

6.3.1.8.3 Parts and materials

6.3.1.8.4 Rental and/or specialty equipment

6.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

6.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

6.3.1.8.7 Breakdown of materials and labor sufficient to calculate all required taxes

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6.3.1.8.8 Estimated total cost including any required taxes

6.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

6.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

6.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

6.3.3 At the City's discretion, the City may interview contractors submitting the highest scoring Proposal(s). Such interviews will be scored according to the criteria and weights listed in the CFP.

6.3.4 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

6.3.5 Provided that the original cost Proposal includes all applicable items listed in Section 6.3.1, the City and the selected contractor may negotiate whether the cost for the Work Authorization or Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

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6.3.6.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.4 Authorization of Work

6.4.1 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

6.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorization in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

6.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve in lieu of the Work Authorization. If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, the Purchase Order will bind the Contractor.

6.5 Changes to Work Authorization

6.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional services.

6.5.2 If the change to the Work Authorization or Purchase Order is approved, the City will issue a new or amended Work Authorization (if required

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pursuant to Section 6.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

6.5.3 If Contractor requires changes to a fixed price Work Authorization or Purchase Order, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope. For a change request that is required because the City has requested additional work that is within the scope of a Work Authorization or Purchase Order but was not included in the Proposal when the Work Authorization or Purchase Order was issued, the written justification shall include the specific change in scope of work that has been requested by the City including the changed work schedule and associated costs.

6.5.3.1 If the City requires additional work after the applicable Work Authorization or Purchase Order has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 6.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 6.4.2) or Purchase Order (as applicable) to authorize such additional services.

6.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization or Purchase Order.

6.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.6 Immediate Need / Interim Work Orders

6.6.1 The City may authorize interim work orders in accordance with this Section, in the following circumstances:

6.6.1.1 Issues are identified during the performance of a Work Authorization or Purchase Order that can be most efficiently and economically resolved while on site; provided those services are

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related to those contained in the approved Work Authorization or Purchase Order.

6.6.1.2 In the event work is required to maintain a critical SVP function or project schedule.

6.6.2 Interim work orders do not need to be in writing and may only be authorized by the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Verbal authorizations will be confirmed by the City in writing within three (3) business days or such additional time as City may require.

6.6.3 Within 5 business days of receipt of written authorization for the interim work order, Contractor shall provide an updated Proposal to City. The Proposal shall be detailed in accordance with this Section 6 and shall also include all services required including those services already completed or initiated.

6.6.4 If the City approves the Proposal, the City will issue a Work Authorization and/or a Purchase Order as soon as reasonably practicable.

6.7 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.8 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

6.9 Each Work Authorization and Purchase Order including those authorizations issued pursuant to Section 6.6 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.10 The City (through the individuals listed in Section 6.7 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

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6.12 Except where the circumstances in Section 6.6 apply, Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

SECTION 7. CONTRACTOR PERSONNEL

7.1 Project Manager

7.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

7.1.2 A separate project manager may be designated for specific Work Authorizations or Purchase Orders but the Project Manager defined in Section 7.1.1 will have ultimate responsibility for communications.

7.1.3 The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

7.2 Staffing

7.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.3 Employee Training

7.3.1 At Contractor’s sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

7.3.2 Contractor’s training program shall follow Contractor’s standard policies and procedures and shall be in compliance with all applicable federal,

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state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

SECTION 8. SAFETY

8.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

8.2 Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor will submit a copy of Contractor's IIPP at the City's request and Contractor shall make Contractor's IIPP available on-site.

8.3 Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

8.4 Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

8.5 Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

SECTION 9. E-BUILDER

9.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

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9.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

9.3 E-Builder Training. Contractor is required to obtain all necessary training to use the e-Builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

9.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. City will not be liable for any delays associated with the Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. Contractor shall ensure connectivity to the e-Builder system whether at a home office, City site or job site. Under no circumstances will the use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization or Purchase Order.

9.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization or Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

9.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

9.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of the Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required

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form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

9.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

9.9 Should the City replace e-Builder with a different project management tool, Contractor, subconsultants, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except for those Services authorized at fixed price pursuant to Section 6 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (RATES) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement.

2.3 Rate Changes.

2.3.1 Rate Increase. After the first two years of the Agreement, Rate increases may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.4 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 6 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1)

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Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 6 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	Not to exceed 8%
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

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3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Work Authorization, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice may be returned to Contractor to correct and resubmit before payment can be processed.

3.6 Payment. If there are no discrepancies or deficiencies in the submitted invoice, City shall process the invoice for payment.

3.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

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APPENDIX B1 TO EXHIBIT B
RATES – AMENDED APRIL 1, 2025

1. RATES

1.1. Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 6 of Exhibit A. The rates applicable for the Services are listed below in Table B1 (Labor Rates) and Table B2 (Equipment).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in Table B1 and Table B2 must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

	Hourly Rates Effective April 1, 2025				
Classification	**Level I**	**Level II**	**Level III**	**Level IV**	**Level V**
Design Engineers/EITs	124.00	129.00	135.00	152.00	156.00
Project Engineers/Project Managers	167.00	182.00	191.00	203.00	216.00
Senior Engineers/Senior Project Manager	222.00	240.00	261.00	280.00	294.00
Project Principal/Senior Technical Advisors	301.00	312.00	329.00	347.00	362.00
Designers/Technicians	116.00	131.00	145.00	163.00	184.00
CADD/BIM Specialists	108.00	112.00	125.00	140.00	155.00
Accounting/Administration	108.00	112.00	125.00	140.00	155.00
Safety Manager	198.00	221.00	250.00	278.00	299.00
Data Solutions/GIS	115.00	137.00	159.00	182.00	208.00
Env/Reg Specialist	114.00	123.00	137.00	152.00	172.00
Sr. Env/Reg Specialist	184.00	208.00	234.00	267.00	279.00
FERC PM/Advisor	275.00	303.00	322.00	354.00	375.00

	Hourly Rates Effective April 1, 2024 - March 31, 2025				
Classification	**Level I**	**Level II**	**Level III**	**Level IV**	**Level V**
Design Engineers/EITs	118.00	123.00	129.00	145.00	149.00
Project Engineers/Project Managers	159.00	173.00	182.00	193.00	206.00
Senior Engineers/Senior Project Manager	211.00	229.00	249.00	267.00	280.00
Project Principal/Senior Technical Advisors	287.00	297.00	313.00	330.00	345.00
Designers/Technicians	110.00	125.00	138.00	155.00	175.00
CADD/BIM Specialists	103.00	107.00	119.00	133.00	148.00
Accounting/Administration	103.00	107.00	119.00	133.00	148.00

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	Hourly Rates December 15, 2022- March 31, 2024				
Classification	**Level I**	**Level II**	**Level III**	**Level IV**	**Level V**
Design Engineers/EITs	112.00	117.00	123.00	138.00	142.00
Project Engineers//Project Managers	151.00	165.00	173.00	184.00	196.00
Senior Engineers/Senior Project Manager	201.00	218.00	237.00	254.00	267.00
Project Principal/Senior Technical Advisors	273.00	283.00	298.00	314.00	329.00
Designers/Technicians	105.00	119.00	131.00	148.00	167.00
CADD/BIM Specialists	98.00	102.00	113.00	127.00	141.00
Accounting/Administration	98.00	102.00	113.00	127.00	141.00

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed $1,500,000 for an initial three-year term with two one-

year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed $1,500,000 for an initial five-year term with up to five one-year options to renew.
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew.
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew.
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew.
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew.
8. TR International Trading Company for salt delivery services in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed $200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations
This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, both purchasing positions are not currently filled and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items
Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services

SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one -year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed $1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed $1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed $3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services
All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	$91,107.00
Evoqua	$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed $650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services
SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car a hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary “mini” competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed $20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e-procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor NameBid Price	
TR International Trading Company (TRInternational)	$49,680
John's Salt Service	$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed $300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	Bid Price
Pacific Star Chemical (dba Northstar Chemical)	$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed $300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:
Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed $200,000 until such time as the City can enter into an agreement through BACC.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed $1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed $1,500,000 for an initial five -year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew with:
    a. Electrical Maintenance Consultants
    b. Brush Americas
    c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew with:
    a. Axis Mechanical Group
    b. HPI, LLC
    c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew with:
    a. Puretech
    b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
    a. Burns and McDonnell Engineering Company, Inc.

b. Electrical Consultants, Inc.
c. HDR Engineering, Inc.
d. Leidos Engineering, LLC
e. Power-Tech Engineers, Inc.
f. SEL Engineering Services, Inc.
g. Soudi Consultants, Inc.
h. TRC Solutions, Inc.
i. Worley Group, Inc., doing business as Advisian;

7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew with:
    a. BSI Services and Solutions, Inc.
    b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed $200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

EBIX Insurance No. S200004638

AGREEMENT DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND LEIDOS ENGINEERING, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Leidos Engineering, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services".

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2022 and terminate on September 30, 2027.

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through September 30, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Purchase Order. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California, as may be required by the specific deliverable.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES ANFD PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. PREVAILING WAGE

In the event the Services require payment or prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et Seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming,

works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project, for which work was authorized including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Ctiy, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expenses or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Contractor or City be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expenses of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

17. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

18. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov

And to Contractor addressed as follows:

Leidos Engineering, LLC
Attn: Adam E Fox
1417 Fourth Ave., Suite 300
Seattle, WA 98101
and by e-mail at ADAM.E.FOX@leidos.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

20. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

21. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

22. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

23. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

25. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

26. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

27. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 10/5/2022

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LEIDOS ENGINEERING, LLC
a Delaware limited liability company

Dated: September 28, 2022
By (Signature): Alex Kim
Name: Alex Kim
Title: Contracts Manager
Principal Place of Business Address: 1417 Fourth Ave, Suite 300, Seattle, WA 98101
Email Address: Alex.Kim@leidos.com
Telephone: (206) 695-4605

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor to perform a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow.

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Create and update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115kV.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.

3.2.3 Contractor's quote shall include the following details:

3.2.3.1 The specific service(s) to be performed;

3.2.3.2 Location where services will be performed;

3.2.3.3 The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.3.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.3.4.1 Labor costs

3.2.3.4.2 Tools and materials;

3.2.3.4.3 Equipment;

3.2.3.4.4 Subcontractor services

3.2.3.4.5 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.3.4.6 Total not to exceed cost of requested task.

3.2.4 Items not included in the quote are assumed to be included in the hourly rate.

3.2.5 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.6 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

3.2.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.8 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3. Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.9 Emergency Services

3.2.9.1 An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.9.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).

3.2.9.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.9.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.10 Changes

3.2.10.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.10.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase

order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an update Purchase Order in advance of performing additional work.

3.2.10.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.11 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.12 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed during business hours (M-F 9:00am to 5:00pm).

4.2 Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

4.3 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific Purchase Order.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.5 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.6 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous

and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately

EXHIBIT B
SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 Contractor shall invoice City in accordance with the rates specified in Table 1 - Hourly Rates below:

Table 1 – Hourly Rates	
Position	**Hourly Rate**
Project Manager I	$134.00
Project Manager II	$166.00
Project Manager III	$194.00
Program Manager	$224.00
Project Analyst/Scheduler	$125.00
Engineering Technician I	$82.00
Engineering Technician II	$99.00
Engineering Technician III	$129.00
Engineer I	$107.00
Engineer II	$125.00
Engineer III	$151.00
Project Engineer I	$133.00
Project Engineer II	$162.00
Project Engineer III	$191.00
Project Technology Engineer	$213.00
Principal Engineer	$230.00
Principal Technology Engineer	$302.00
CAD Technician I	$75.00
CAD Technician II	$81.00
CAD Technician III	$87.00
CAD Lead	$97.00
Administrative Support	$71.00

2.2 All services shall be quoted and authorized using the Purchase Order process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work

2.3 All labor rates shall have an annual escalation of 2% starting on October 1, 2023 and every subsequent October 1st through the duration of the Agreement.

3 REIMBURSABLE EXPENSES

3.1 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates, and that such expenses were included in the project quote or work authorization pursuant to Section 3 of Exhibit A.

3.3 The following expenses may be reimbursable by City.

3.3.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.3.1.1 Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.3.1.2 Rental car and airfare, where required, shall be at economy class.

3.3.1.3 City shall not reimburse local travel (within Santa Clara County).

3.3.2 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.3.3 Any other expenses expressly identified as being reimbursable and approved according to the process of Section 3 of Exhibit A.

3.4 Except as specified in this Agreement, City will reimburse these expenses at actual cost only plus ten percent (10%).

3.5 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a task order or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one

million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance

or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

22-147 Agenda Date: 2/22/2022

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed $1,500,000 for an initial three-year term with two one-

year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed $1,500,000 for an initial five-year term with up to five one-year options to renew.
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew.
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew.
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew.
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew.
8. TR International Trading Company for salt delivery services in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed $200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations
This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, both purchasing positions are not currently filled and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items
Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services

SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one -year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed $1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed $1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed $3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services
All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	$91,107.00
Evoqua	$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed $650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services
SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car a hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary “mini” competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed $20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e-procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor NameBid Price	
TR International Trading Company (TRInternational)	$49,680
John's Salt Service	$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed $300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	Bid Price
Pacific Star Chemical (dba Northstar Chemical)	$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed $300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:
Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed $200,000 until such time as the City can enter into an agreement through BACC.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed $1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed $1,500,000 for an initial five -year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew with:
    a. Electrical Maintenance Consultants
    b. Brush Americas
    c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew with:
    a. Axis Mechanical Group
    b. HPI, LLC
    c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew with:
    a. Puretech
    b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
    a. Burns and McDonnell Engineering Company, Inc.

b. Electrical Consultants, Inc.
c. HDR Engineering, Inc.
d. Leidos Engineering, LLC
e. Power-Tech Engineers, Inc.
f. SEL Engineering Services, Inc.
g. Soudi Consultants, Inc.
h. TRC Solutions, Inc.
i. Worley Group, Inc., doing business as Advisian;

7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew with:
    a. BSI Services and Solutions, Inc.
    b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed $200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

EBIX Insurance No. S200005047

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND POWER-TECH ENGINEERS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Power-Tech Engineers, Inc., a Nevada corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2022 and terminate on August 31, 2027.

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this agreement for up to five (5) additional one-year terms through August 31, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties shall execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time states in Exhibit A or as more specifically defined in separate specified in each Purchase Order. Time is of the essence

A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the Sate of California, as may be required by the specific deliverables.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is One Million Dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et. seq. and 1770 et. Seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liability, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice

of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any

time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project for which work was authorized, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, costs, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such third-party claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov

And to Contractor addressed as follows:

Power-Tech Engineers, Inc.
355 South Lemon Ave., Suite A
Walnut, CA 91789
and by e-mail at maria.hernandez@ptei.net

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 10/19/2022

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

POWER-TECH ENGINEERS, INC.
a Nevada corporation

Dated: 10-03-2022
By (Signature):
Name: Maria A. Flores
Title: Corporate Secretary
Principal Place of Business Address: 355 S. Lemon Ave., Suite Walnut, CA 91789
Email Address: Maria.flores@ptei.net
Telephone: (909) 595-5314 ext. 103
Fax: (909) 595-5394

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Purchase Order. If City selects Contractor to perform a Purchase Order, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow.

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.

3.2.3 Contractor's quote shall include the following details:

3.2.3.1 The specific service(s) to be performed;

3.2.3.2 Location where services will be performed;

3.2.3.3 The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.3.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.3.4.1 Labor costs

3.2.3.4.2 Tools and materials;

3.2.3.4.3 Equipment;

3.2.3.4.4 Subcontractor services

3.2.3.4.5 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.3.4.6 Total not to exceed price.

3.2.4 Items not included in the quote are assumed to be included in the hourly rate.

3.2.5 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.6 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

3.2.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.8 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3, Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.9 Emergency Services

3.2.9.1 An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.9.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).

3.2.9.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.9.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.10 Changes

3.2.10.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.10.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an update Purchase Order in advance of performing additional work.

3.2.10.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.11 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.12 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed, during business hours (M-F 9:00am to 5:00pm).

4.2 Any work that requires overtime rates shall be identified and approved in writing by City prior to work commencing.

4.3 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific Purchase Order.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately.

EXHIBIT B
SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:

2.2 Any work requiring overtime rates shall be expressly identified and approved in writing by City prior to work commencing.

2.3 Definitions:

2.3.1 Straight time: Eight (8) hours per day, Monday - Saturday except holidays listed below.

2.3.2 Overtime: Hours in excess of eight (8) hours Monday - Saturday and any hours on Sunday shall be billed at overtime rates.

2.3.3 Double Time: Hours in excess of twelve (12) hours Monday - Sunday.

2.4 Direct Costs:

Other Direct costs such as faxes, long-distance telephone, computer hardware, computer software (excluding specialty programs), color copies and plots are included in the hourly rates.

2.5 Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and day after Thanksgiving, Christmas Day.

2.5 All services shall be quoted and authorized using the Work Authorization process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work.

2.6 Rates shall remain fixed for the initial two years of the Agreement. After the initial two years, Contractor may request adjustments to the compensation rates no more than annually

2.6.1 The Contractor must demonstrate to the satisfaction of the City that

a price increase is warranted.

2.6.2 City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

3.5 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.6 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services, that such expenses aren't included in fixed or hourly rates, and that such expenses were included in the project quote or work authorization pursuant to Section 3 of Exhibit A.

3.7 The following expenses may be reimbursable by City.

3.7.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.7.1.1 Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.7.1.2 Rental car and airfare, where required, shall be at economy class.

3.7.1.3 City shall not reimburse local travel (within Santa Clara County).

3.7.2 The cost of third-party subconsultants to the extent City has preapproved, in writing.

3.7.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.7.4 Any other expenses expressly identified as being reimbursable and approved according to the process in Section 3 of Exhibit A.

3.8 Except as specified in this Agreement, City will reimburse these expenses at actual cost.

3.9 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

EXHIBIT B-1
HOURLY RATES

TITLE	RATE/HR (US$)*
Project Manager (PMP)	$200
Sr. Consultant Engineer	$190
Lead System Study Specialist	$315
Sr. System Study Specialist	$180
Sr. Power System Engineer	$186
Lead Electrical Engineer	$190
Sr. Electrical Engineer	$185
Project Electrical Engineer	$165
Lead Civil/Structural Engineer	$185
Sr. Civil Engineer	$170
Assistant Engineer	$140
Project Controls	$130
Scheduler	$120
GIS Operator	$120
*CAD Designer	$100
*Estimator	$98
*Lead CAD Operator	$75
*CAD Operator	$68
*Project Adminisrator/Doc Cnt	$65
*Administrative Assistant	$60
*Clerical	$55

For any nonexempt personnel in positions with an *, overtime will be billed at 1.5 times the hourly labor billing rates shown.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C Enforcement

12. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

13. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

14. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

22-147 **Agenda Date: 2/22/2022**

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed $1,500,000 for an initial three-year term with two one-

year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed $1,500,000 for an initial five-year term with up to five one-year options to renew.
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew.
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew.
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew.
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew.
8. TR International Trading Company for salt delivery services in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed $200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations
This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, **both purchasing positions are not currently filled** and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items
Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services
SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one -year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed $1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed $1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed $3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services
All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	$91,107.00
Evoqua	$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed $650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services
SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car a hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary "mini" competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed $20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e -procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor NameBid Price	
TR International Trading Company (TRInternational)	$49,680
John's Salt Service	$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed $300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	**Bid Price**
Pacific Star Chemical (dba Northstar Chemical)	$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed $300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:
Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed $200,000 until such time as the City can enter into an agreement through BACC.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed $1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed $1,500,000 for an initial five -year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew with:
    a. Electrical Maintenance Consultants
    b. Brush Americas
    c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew with:
    a. Axis Mechanical Group
    b. HPI, LLC
    c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew with:
    a. Puretech
    b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
    a. Burns and McDonnell Engineering Company, Inc.

b. Electrical Consultants, Inc.
c. HDR Engineering, Inc.
d. Leidos Engineering, LLC
e. Power-Tech Engineers, Inc.
f. SEL Engineering Services, Inc.
g. Soudi Consultants, Inc.
h. TRC Solutions, Inc.
i. Worley Group, Inc., doing business as Advisian;

7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew with:
   a. BSI Services and Solutions, Inc.
   b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed $200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

DocuSign Envelope ID: 21B3A451-97CB-4041-816A-12C9F68B9284

EBIX Insurance No. S200002032

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SEL ENGINEERING SERVICES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and SEL Engineering Services, Inc., a New York Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services and related services and parts associated with Contractor's equipment. Such services ("Services") are more fully described in Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2023, and terminate on June 30, 2028.

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2033 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Purchase Order. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California, as may be required by the specific deliverable.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

A. Services. Contractor expressly warrants that Services shall conform to the specifications, requirements and instructions of this Agreement. Contractor shall reperform or, at Contractor's option and City's approval, pay a third party to reperform (or, at Contractor's option, pay a third party to reperform) any defective services at no cost to City as long as receipt of notice detailing the defect(s) is received by Contractor within one (1) year of performance of the original Service. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services, at no further cost to City when defects are directly due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct the Services, City may make

corrections or replace materials or services and charge Contractor for the direct, documented cost incurred by City.

B. Materials/Goods.

i. Contractor warrants to City that Contractor material/goods including Contractor-manufactured control enclosure structures and panels are free from defects in material and workmanship for ten (10) years after shipment for all Contractor material/goods. Any Contractor materials or goods which are provided to City shall conform to the specifications, requirements and instructions of this Agreement and to specific specifications associated with each Purchase Order. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective materials or goods in accordance with this warranty, at no further cost to City when defects are directly due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services as indicated herein, City may make corrections or replace materials or goods and charge Contractor for the direct, documented cost incurred by City.

ii. The warranty is conditioned upon proper storage and shall be void in its entirety if (1) City modifies Contractor material/goods without prior written consent to and subsequent approval of any such modifications by Contractor or (2) uses material/goods for any application that require product listing or qualification not specifically included in the Contractor written quote or task order. If any Contractor material/good fails to confirm to this warranty, City will notify Contractor of such failure and City will return the Contractor material/good to Contractor factory for diagnosis. Any shipping costs shall be at City's cost and expense. Contractor shall correct any such failure by, at Contractor's sole discretion, either repairing any defective or damaged Contractor material/good part(s) or making available any necessary replacement part(s) with freight paid by Contractor -Carriage Paid to (CPT) City. If the Contractor is unable or unwilling to repair or replace material or goods subject to this warranty, Contractor and City shall negotiate a prorated refund to the City's account. Any Contractor material/good repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OR TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Contractor shall, whenever

possible, pass the original manufacturer warranty to City for non-Contractor material/goods. Contractor does not warrant non-Contractor material/goods.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE.

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is two million dollars ($2,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's sole expense and liability.

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. Provide that there are no disputes about the invoice and Contractor has submitted any required certified payroll, City will pay Contractor within thirty (30) days of City's receipt of invoice.

7. PREVAILING WAGE

In the event the Services require payment or prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et Seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30)

days' prior written notice to Contractor. City shall pay Contractor for all Services satisfactorily performed up to the date of termination.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement upon ten (10) days prior written notice to Contractor. If Contractor fails to cure such default within the said ten (10) day notice period, the Agreement will be terminated on the 11th day. City shall pay Contractor for all Services satisfactorily performed up to the date of termination.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out documents to finalize services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material provided to Contractor which Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information provided to Contractor by City and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any

purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City. City shall not have access to Contractor's composition of fixed rate or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. INDEMNIFICATION; LIMITATION OF LIABILITY

A. To the extent permitted by law, Contractor agrees to defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any third-party claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such third-party claim, to the extent arising from Contractor's negligent acts or omissions or willful misconduct or fraud, and whether sounding in law, contract, tort, or equity, and in any manner arising from, or alleged to arise from, or in any way connected with the Services performed by Contractor pursuant to this Agreement.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees shall specifically extend to any Employment-Related Claims brought by employees or other agents of Contractor against City (either alone or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. "Employment-Related Claims" means any claim brought by or on behalf of a current or former employee of Contractor wherein the substance of such claim arises from the employment relationship with Contractor, including

breach of contract, employment discrimination, minimum wage, wage payment, unlawful discharge, workers compensation, and tort actions, but only to the extent arising from the acts or omissions of Contractor.

C. Limitation of Liability. The total aggregate liability of Contractor and its subsidiaries, officers, employees and agents to City, its City Council, commissions, officers, employees, volunteers and agents and their insurers, collectively, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise, shall be limited to Six Million Dollars ($6,000,000). Notwithstanding the foregoing, the foregoing liability limitation shall not apply in cases of Employment-Related Claims, personal injury to a third party or damage to property of a third party. Contractor or City shall not be liable for any special, consequential, incidental, indirect, exemplary, or punitive damages, including, without limitation, any loss of profit or revenues, even if Contractor or City has been advised of the possibility of such damages. This limitation of liability shall survive the expiration or termination of this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov

And to Contractor addressed as follows:

SEL Engineering Services, Inc
2350 NE Hopkins Court
Pullman, WA 99163
and by e-mail at selcontracts@selinc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises. This Agreement does not prevent either Party from entering into similar agreements with other parties.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade

paper, newspaper or other medium without express written consent of City. Except to fulfill City's obligations, the City will not use Contractor's name, trademarks, or logos in any public releases in media.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Jun 14, 2023 17:51 PDT)
GLEN R. GOOGINS
City Attorney

Dated: 6/20/23
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SEL ENGINEERING SERVICES, INC.
a New York corporation

Dated: 6/14/2023
By (Signature): DocuSigned by: Jeremy Nickels CCC817F68DC84E8...
Name: JEREMY NICKELS
Title: VP of Finance, SEL, Inc.
Principal Place of Business Address: 2350 NE Hopkins Court, Pullman, WA 99163
Email Address: Selcontracts@selinc.com
Telephone: (509) 332-1890

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

1. ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1. Maintain and update SVP's Aspen Oneliner model such as developing project-specific models for Aspen Oneliner model and/or Power Flow.

1.2. Perform engineering studies including, but not limited to:

1.2.1. System impact studies,

1.2.2. Equipment capacity and rating,

1.2.3. Load calculations,

1.2.4. Coordination studies,

1.2.5. Arc-flash study,

1.2.6. Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3. Perform event and/or root cause analysis;

1.4. Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5. Develop and review protective device, metering, and automation device settings and logic;

1.6. Perform Arc Flash studies using SVP recommended software;

1.7. Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8. Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9. Create and update Protection, Control, and Automation (PCA) documents;

1.10. Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11. Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12. Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13. Electric Utility Operational Technology Engineering Services:

1.13.1. Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2. ION meter programming and configuration;

1.13.3. PQ system upgrade support services;

1.13.4. Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5. Support services for maintenance and upgrade of synchrophasor systems;

1.13.6. Support services for automation and control devices; and

1.13.7. Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14. Owners Engineering and Project Management Services

1.14.1. Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2. Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3. Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4. Providing cost estimates for equipment;

1.14.5. Developing standards, procedures, operations guides, and training; and

1.14.6. Providing support services for construction and testing crews.

1.15. Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2. NERC STANDARDS

2.1. Background:

2.1.1. Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2. SVP operates equipment at 230kV and 115kV.

2.2. Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1. Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2. Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3. Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC- 006-5, TPL-001-4 or -5, TPL-007-4

2.2.4. Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3. PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1. Qualified Shortlist

3.1.1. Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2. When electric utility engineering services are required, City may, at its sole discretion, directly assign work to Contractor ("direct assignment") or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3. City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor to perform a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to

the extent detailed in the Purchase Order.

3.1.4. When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2. Process for Requesting and Approving As Needed Services:

3.2.1. When services are required by the City, City shall request a quote or task order from Contractor for such Services (Work Request). City's request will generally include the following information:

3.2.1.1. Project description;

3.2.1.2. Services requested including location;

3.2.1.3. Preliminary project schedule;

3.2.1.4. Confirmation of prevailing wage and DIR requirements.

3.2.2. With the exception of emergency services as described in the Emergency Services section 3.2.6 or in the event described in Section 3.2.7.3, Contractor shall submit a quote for the required services in advance of commencing work. Each quote shall include the following information:

3.2.2.1. The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

3.2.2.2. Location where services will be performed;

3.2.2.3. The project schedule when requested by City. The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.2.4. Estimated cost for the requested services, including:

3.2.2.5. Labor costs (prevailing wage and non-prevailing wage);

3.2.2.6. Project management costs (if applicable);

3.2.2.7. Subcontractors, including subcontractor DIR number;

3.2.2.8. Tools and materials;

3.2.2.9. Rental Equipment (scaffolding, vehicles; crane rentals, etc.);

3.2.2.10. Applicable reimbursable expenses (travel; lodging; etc.) including the expected number of workers eligible for subsistence and travel related charges as outlined in Exhibit B;

3.2.2.11. Any additional costs (taxes, facilities trailer; tool trailer; shipping, etc.); and

3.2.2.12. Any drawings or documents required.

3.2.2.13. Total not to exceed price.

3.2.2.14. Items not included in the quote are assumed to be in the hourly rate.

3.2.2.15. Each quote shall provide sufficient detail for City to verify that the rates in Exhibit B are charged.

3.2.3. Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.4. Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail. All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.5. The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. With the exception of emergency services as described in the Emergency Services section 3.2.6 or in the event described in Section 3.2.7.3, Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.6. Emergency Services

3.2.6.1. An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.6.2. Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e- mail is acceptable).

3.2.6.3. Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written

confirmation within three (3) days.

3.2.6.4. When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.7. Changes

3.2.7.1. Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.7.2. In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an updated Purchase Order in advance of performing additional work.

3.2.7.3. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.8. Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.9. SVP shall not be required to pay a deposit or any other form of pre- payment prior to the Contractor beginning work.

4. SCHEDULE OF PERFORMANCE

4.1. Contractor and City shall mutually agree to schedule for performance of

each Work Authorization. Typically, services may be performed Monday through Friday between 7:00 am and 5:00 pm. The City may require services outside of business hours to expedite problem resolution or to meet other operating needs).

4.2. Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

4.3. Contractor may be required to perform the services onsite and/or remotely.

5. REPORTING AND DOCUMENTATION

5.1. Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2. Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3. Additional reporting shall be indicated in the scope for specific Purchase Order.

6. STAFFING REQUIREMENTS

6.1. The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2. Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3. Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1. Legally authorized to work in United States.

6.3.2. Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5. SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6. Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7. Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8. Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2. SVP shall not unreasonably withhold approval.

6.9. SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7. SAFETY

7.1. Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2. Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3. The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4. Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.5. Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the

work safely.

7.6. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.7. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8. EMPLOYEE TRAINING

8.1. Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2. Contractor's employee training shall be at no cost to SVP.

8.3. Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9. PROFESSIONAL BEHAVIOR

9.1. Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2. Contractor's employees shall be neat and clean and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3. Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4. Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5. Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6. Contractor shall submit any complaints received against it to the City immediately.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. MAXIMUM COMPENSATION

1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

1.2. The City does not guarantee any minimum compensation under this Agreement.

2. RATES

2.1. Contractor shall invoice City in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:

2.2. Definitions

2.2.1. Straight time: Eight (8) hours per day, Monday – Friday. Onsite work outside of typical working hours shall be agreed upon between the City and Contractor in advance and be subject to additional charges.

2.2.2. Overtime: Hours in excess of eight (8) hours Monday - Friday and any hours on Saturday shall be billed at overtime rates.

2.2.3. Double Time: Hours on Sundays and Holidays shall be billed at twice the Straight Time rates.

2.2.4. Holidays: Civil Rights Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day

2.3. Beginning on January 1, 2024, hourly rates in Exhibit B-1 may be increased no more than 5% annually upon written notice. For avoidance of doubt, mark up of travel costs shall not increase.

3. REIMBURSABLE EXPENSES

3.1. Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.

3.3. Contractor must include estimated reimbursable expenses in each quote for service and shall provide invoices depicting actual costs with each invoice including reimbursable expenses.

3.4. The following expenses shall be reimbursable by City.

3.4.1. Travel-related expenses (mileage, lodging, meals, etc.);

3.4.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.4.1.2. Rental car and airfare, where required, shall be at economy class.

3.4.1.3. City shall not reimburse local travel (within Santa Clara County).

3.4.1.4. Travel expenses shall be reimbursed at cost plus 10%

3.4.2. The rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.

3.4.3. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.4.4. Any other expenses expressly identified as being reimbursable.

3.5. Except for Travel Costs as specified in Exhibit B-1, City will reimburse these expenses at actual cost only.

3.6. An estimate of reimbursable expenses shall be included in each quote.

4. INVOICING AND PAYMENTS

4.1. Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2. Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a Purchase Order. Where applicable, each invoice shall provide sufficient detail for City to verify that the rates in Exhibit B are charged.

4.3. City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

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EXHIBIT B-1
HOURLY RATES

Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Consultant Principal Engineer	$315	$473	$473	$630	$315	Cost + 10%
Senior Engineer Senior Specialist	$245	$368	$368	$490	$245	Cost + 10%
Project Engineer III Specialist V	$205	$308	$308	$410	$205	Cost + 10%
Project Engineer II Specialist IV Project Controller III Senior Relay Commissioning Tech	$175	$263	$263	$350	$175	Cost + 10%
Project Engineer I Specialist III Project Controller II Senior Designer Relay Commissioning Tech III	$155	$233	$233	$310	$155	Cost + 10%
Associate Project Engineer Specialist II Designer III Project Controller I Installation Technician III Relay Commissioning Tech II	$130	$195	$195	$260	$130	Cost + 10%
Specialist I Designer II	$125	$188	$188	$250	$125	Cost + 10%
Designer I Relay Commissioning Tech I Account Administrator III Installation Technician II	$110	$165	$165	$220	$110	Cost + 10%
Drafter Account Administrator II Installation Technician I Engineering Intern	$90	$135	$135	$180	$90	Cost + 10%
Account Administrator I Administrative	$80	$120	$120	$160	$80	Cost + 10%

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01 or its equivalent. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each Occurrence
   $4,000,000 General annual Aggregate
   $4,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

   b. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 or its equivalent, with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate.

E. UMBRELLA/EXCESS LIABILITY INSURANCE

Umbrella/Excess Liability policy with limits of not less than $5,000,000 Each Occurrence and $5,000,000 Aggregate. Coverage to include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance on a follow form basis.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to ongoing operations liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 13, 14, or CG 00 01 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request in the case of claim, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

J. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall

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be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit

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statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200002032

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SEL ENGINEERING SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and SEL Engineering Services, Inc., a New York Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled Agreement for Design Professional Services between the City of Santa Clara and SEL Engineering Services (Contractor), dated June 20, 2023 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide design professional services and related services and parts associated with Contractor's equipment, and the Parties now wish to amend the Agreement to initiate payment for previous services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1.16 of Exhibit A of the Agreement is added to read as follows: "Between 2013 and 2015, the City approved call order numbers 13-2, 14-2, 14-3, 15-1,15-2, and 15-3 to authorize Contractor to provide services associated with the Phase Shifting Transformer (PST) including, the PST specifications, protection and installation design engineering services, substation relay additions, and wide area communication and transformer monitoring."
2. Section 1.3 of Exhibit B of the Agreement is added to read: "Due to changes in staffing some invoices remained unpaid at the conclusion of services relating to the call orders described in Section 1.16 of Exhibit A. The Parties agree that the outstanding amount owed to Contractor is $197,781.56 for these services. No further claims or services associated with this project are outstanding."
3. The Parties agree that this amendment is for payment purposes only and there is no increase to maximum compensation or the term of the Agreement associated with this section and no new services are authorized. Any new services will be or have been authorized pursuant to Section 3 of the Agreement.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 6/10/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SEL ENGINEERING SERVICES, INC.
A NEW YORK CORPORATION

Dated: 5/29/2024

By (Signature): DocuSigned by: Jeremy Nickels

Name: JEREMY NICKELS

Title: VP of Finance -SEL Inc., as sole shareholder of SEL Engineering Services Inc.

Principal Place of Business Address: 2350 NE Hopkins Court, Pullman, WA 99163

Email Address: Selcontracts@selinc.com

Telephone: (509)332-1890

"CONTRACTOR"

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Ebix Insurance No. S200002032

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SEL ENGINEERING SERVICES, INC.

PREAMBLE

This second amendment to the agreement for design services ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Sel Engineering Services, Inc., a New York corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and Sel Engineering Services, Inc.", dated June 20, 2023 (Agreement) for the purpose of having Contractor provide electric utility engineering services;

B. The Agreement was previously amended by Amendment No. 1, dated June 10, 2024, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended entitled, "Compensation and Payment" is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is four million dollars ($4,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or

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materials provided in excess of the maximum compensation shall be at Contractor's sole expense and liability."

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No.2 shall control.

The effective date of this Amendment No. 2 is the date of City's execution of this amendment.

[SIGNATURES ON NEXT PAGE]

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722ABFC83448...
GLEN R. GOOGINS
City Attorney

Dated: 4/22/2026 | 6:50 PM PDT

Signed by:
Aracely Azevedo
B68E71ED057D4F8...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SEL ENGINEERING SERVICES, INC.
a New York corporation

Dated: 4/20/2026 | 11:17 AM PDT

By (Signature): Signed by: Joe Kastenholz 3743BB181811490...
Name: JOE KASTENHOLZ
Title: Engineering Director - Special Protection Sys
Principal Place of Business Address: SEL Engineering Services Inc.
2350 NE Hopkins Court
Pullman, WA 99163
Email Address: Selcontracts@selinc.com
Telephone: (509) 334-5210

"CONTRACTOR"

EBIX Insurance No. S200000174

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND SOUDI CONSULTANTS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Soudi Consultants, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on February 1, 2022 and expire on January 31, 2027 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through January 31, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Work Authorization. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Initial Term is one million dollars ($1,000,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any

minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing

furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project for which work was authorized, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen

through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Soudi Consultants, Inc.
4230 Lilac Ridge Road
San Ramon, California 94583 or
by facsimile at (925) 968-1144

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 5/5/2022

Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SOUDI CONSULTANTS, INC.
A California Corporation

Dated: 04/26/2022
By (Signature):
Name: FARAJOLLAH SOUDI
Title: President
Principal Place of Business Address: 4230 Lilac Ridge Road
San Ramon, CA 94582
Telephone: (925) 968-1144

"CONTRACTOR"

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, INC.
EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide electric utility engineering services as further detailed in this Scope of Services. All services shall be provided pursuant to the Work Authorization process in Section 3 of this Exhibit A.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow ;

1.2 Perform engineering studies including, but not limited to:

1.2.1 System impact Studies

1.2.2 Equipment capacity and rating,

1.2.3 Load calculations,

1.2.4 Coordination studies,

1.2.5 Arc-flash study,

1.2.6 Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Create and update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ server upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arch Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115kV.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 4.2.9 or in the event described in Section 3.2.8. Contractor's quote shall include the following details:

3.2.2.1 The specific service(s) to be performed;

3.2.2.2 Location where services will be performed;

3.2.2.3 The project schedule;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.2.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.2.4.1 Labor costs

3.2.2.4.2 Tools and materials;

3.2.2.4.3 Equipment;

3.2.2.4.4 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.2.4.5 Total not to exceed cost of requested task.

3.2.3 Items not included in the quote are assumed to be included in the hourly rate.

3.2.4 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.5 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

3.2.6 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.7 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task Order. Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.8 Emergency Services

3.2.8.1 An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.8.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).

3.2.8.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.8.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3, and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.9 Changes

3.2.9.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each work authorization.

3.2.9.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work. Written authorization may only be provided by a Division Manager, Senior Division Manager, Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer

3.2.9.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.10 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.11 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed. Services may be requested outside of normal business hours including on nights, weekends, and holidays.

4.2 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific work authorizations.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's

prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately.

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, INC.
EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS

F.S. 7/20/2022

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall ~~not~~ be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 Contractor shall invoice City in accordance with the rates specified in Table 1 - Hourly Rates below:

Table 1 – Hourly Rates	
Position	**Hourly Rate**
Director Consulting Engineer	$225.00
Principal Consulting Engineer	$200.00
Senior Consulting Engineer	$175.00
Consulting Engineer	$120.00

2.2 All services shall be quoted and authorized using the Work Authorization process outlined in Exhibit A, Section 5 – Project Quotes and Authorization of Work

2.3 Rates shall remain fixed for the initial two years of the Agreement. After the initial two years Contractor may request adjustments to the compensation rates no more than annually

2.3.1 The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.

2.3.2 City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

3.1 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.

3.3 The following expenses shall be reimbursable by City.

3.3.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.3.1 Unless approved in writing (e-mail acceptable) in

advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.3.1.2 Rental car and airfare, where required, shall be at economy class.

3.3.1.3 City shall not reimburse local travel (within Santa Clara County).

3.3.2 The rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.

3.3.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.3.4 Any other expenses expressly identified as being reimbursable.

3.4 Except as specified in this Agreement, City will reimburse these expenses at actual cost only.

3.5 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single work authorization or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA
AND SOUDI CONSULTANTS, INC.
EXHIBIT C - INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies,

satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SOUDI CONSULTANTS, INC.

PREAMBLE

This agreement (Amendment No. 1) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Soudi Consultants, Inc., a California Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Soudi Consultants, Inc., dated May 5, 2022, (Agreement) for the purpose of having Contractor provide electric utility engineering services; and

B. The Parties now wish to amend the Agreement to increase the maximum compensation and update Exhibit A (Scope of Services) and Exhibit B (Compensation and Fee Schedule).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents", is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees and Payment Provisions

   Exhibit C – Insurance Requirements

   Exhibit D – Sample Work Authorization Form

   This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Section 6 of the Agreement, entitled "COMPENSATION ANDF PAYMENT", is amended in its entirety to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "Schedule of Fees and Payment Provisions." The Maximum Compensation of this Agreement is two million dollars ($2,000,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstances.

3. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended November 15, 2024, which is hereby incorporated into the Agreement.

4. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Schedule of Fees and Payment Provisions – Amended November 15, 2024, which is hereby incorporated into the Agreement.

5. Exhibit D – Sample Work Authorization is hereby attached hereto and incorporated herein by reference.

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control. The effective date of this Amendment No.1 shall be the date the City Manager executes this amendment.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 1/9/25

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SOUDI CONSULTANTS, INC.
a California Corporation

Dated: 12/31/2024
By (Signature): Farajollah Soudi
Name: Farajollah Soudi
Title: President
Principal Place of Business Address: 4230 Lilac Ridge Road, San Ramon, CA 94582
Telephone: (925) 968-1144

"CONTRACTOR"

EXHIBIT A - SCOPE OF SERVICES
AMENDED NOVEMBER 15, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Provide test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Provide engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Provide on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control services; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator

Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2, PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of multiple firms eligible to perform the Services pursuant to separate service agreements Electric Utility Engineering Services ("Project Agreement"). The City will award and authorize specific Services in accordance with this Section. The City does not guarantee that any specific work will be authorized under this Agreement.

3.2 Call for Proposal (CFP)

3.2.1 When Services are required, City will request all eligible contractors with a Project Agreement to submit a written proposal for Services ("Proposal").

3.2.2 As part of the CFP, City will provide a description of the required Services, the criteria for evaluation, the deadline for response, and any other pertinent information.

3.3 Proposal

3.3.1 If the Contractor desires to be considered to perform the Services included in a CFP, Contractor will prepare and submit a written Proposal to City. Contractor must include all information requested by City in its CFP in the format requested by City including the following:

3.3.1.1 The proposed scope of work and deliverables with a work plan and detailed description by task of the services to be performed.

3.3.1.2 A project timeline/schedule with discussion of any activities that may impact the project timeline/schedule.

3.3.1.3 The names, titles, and assignments of each of Contractor's professional employees who will be principally responsible for performing the Services.

3.3.1.4 Where applicable, the names of any subconsultants or subcontractors that Contractor proposes to use and the portion of services that the subconsultant or subcontractor will perform. Where required, Contractor will provide subcontractor Department of Industrial Relations (DIR) number.

3.3.1.5 Any required drawings or documents.

3.3.1.6 A list of City responsibilities

3.3.1.7 Where applicable, a final acceptance criteria

3.3.1.8 A cost itemization of the following:

3.3.1.8.1 Hours and hourly rates by position as listed in Exhibit B for Contractor

3.3.1.8.2 Subconsultant or Subcontractor scope or quote including hours and hourly rates.

3.3.1.8.3 Parts and materials

3.3.1.8.4 Rental and/or specialty equipment

3.3.1.8.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B

3.3.1.8.6 Any additional costs such as, but not limited to freight, permits, and fees

3.3.1.8.7 A breakdown of materials and labor sufficient to calculate all required taxes

3.3.1.8.8 Estimated total cost including any required taxes

3.3.1.8.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement. Contractor shall include sufficient information in their Proposal for the City to determine that rates are in accordance with the Agreement.

3.3.1.8.10 Any costs such as for additional equipment, parts, services, or other expenses required for completion of services as detailed in the CFP and in Contractor's Proposal but not reflected in the Contractor's cost Proposal shall be the sole responsibility of the Contractor and shall not result in additional cost to the City.

3.3.2 City will evaluate the Proposals according to the criteria and weights listed in the CFP.

3.3.3 At the City's discretion, the City may interview contractors submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the CFP.

3.3.4 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services.

3.3.5 Provided that the original cost Proposal includes all items listed in Section 3.3.1.8, the City and the selected contractor may negotiate whether the cost will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

3.3.6 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

3.3.6.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

3.3.6.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

3.3.6.3 Payment milestones shall be connected to deliverables.

3.3.7 Contractor must submit a revised Proposal to the City based upon such negotiations.

3.4 Authorization of Work

3.4.1 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, and, if the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services), the City may authorize Services as set forth in this Section.

3.4.2 For Proposals with a total cost exceeding $50,000, City will provide approval by executing a Work Authorizations in substantially the same format as Exhibit E ("Work Authorization") and issuing a Purchase Order. Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the maximum compensation for the Work Authorization.

3.4.3 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

3.4.4 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing Services and the Purchase Order will serve as the Work Authorization.

3.5 Changes to Work Authorization

3.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order. Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services.

3.5.2 If the change to the Work Authorization is approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 3.4.2) and/or Purchase Order (as applicable) to authorize such additional services.

3.5.3 If Contractor requires changes to a fixed price Work Authorization, Contractor shall only be permitted to request changes with justification such as additional scope requested by City or unanticipated field conditions. For such changes, Contractor shall

submit justification demonstrating that changes in cost are associated with changes in scope.

3.5.3.1 If the City requires additional work after the applicable Work Authorization has been issued, the Contractor shall, at City's request, provide an updated Proposal including the revised work schedule and associated costs with the same details as Section 3.3. If approved, the City will issue a new or amended Work Authorization (if required pursuant to Section 3.4.2) or Purchase Order (as applicable) to authorize such additional services.

3.5.3.2 Contractor shall only be entitled to submit a change request for unanticipated site conditions to the extent that such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Work Authorization.

3.5.3.3 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

3.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

3.7 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work Authorization – even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Work Authorization are invalid and unenforceable. The order of precedence is the following as follows: (1) Agreement including Exhibits, (2) Work Authorization, (3) Purchase Order, and (4) Proposal.

3.8 Each Work Authorization and Purchase Order including revised Work Authorizations and changed Purchase Orders shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

3.9 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

3.10 The City (through the individuals listed in Section 3.4.5 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

3.11 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

3.12 **Contractor shall not initiate Services and the City will not compensate the Contractor until the City has (1) executed the Work Authorization for such services where applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.**

4 SCHEDULING AND PLANNING

4.1 Contractor will perform services as authorized pursuant to Section 3 of this Exhibit A.

4.2 The City may require services to be performed outside of normal business hours including nights, weekends, or holidays.

4.3 Contractor may be required to perform services onsite or remotely.

5 REPORTS

5.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term.

5.2 Depending on the nature and scope of the Services, Contractor may be required to provide status updates daily, weekly, or monthly at the direction of City.

5.3 Additional reporting may be indicated in the scope for specific Work Authorizations.

5.4 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

6 SAFETY

6.1 Safety must always be the top priority. Contractor shall take all necessary

precautions for the safety of all persons at the work site. Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards for the protection of all persons and the public including posting danger signs and warnings against known or unusual hazards.

6.2 Contractor shall perform Services according to accepted industry standards and work/safety practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

6.3 Contractor shall maintain an effective Injury and Illness Prevention Program (IIPP) in writing pursuant to Section 3203, Title 8 of the California Code of Regulations (CCR). The written plan shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor will submit a copy of Contractor's IIPP at the City's request and Contractor shall make Contractor's IIPP available on-site.

6.4 Contractor shall schedule safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

6.5 Contractor must comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

6.6 Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Any required PPE and FR clothing shall be provided at the expense of Contractor.

6.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 18) and Contractor employees.

7 CONTRACTOR PERSONNEL

7.1 Staffing

7.1.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

7.1.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

7.1.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

7.1.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

7.2 Employee Training

7.2.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

7.2.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

7.2.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

7.2.4 Contractor shall be familiar with SVP's operating standards. All employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

7.2.5 At the City's request, Contractor shall submit copies of training records for its employees.

7.3 Standards of Conduct

7.3.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and

orders. Contractor shall ensure that while on or about the work site, its employees do not:

7.3.2 Display a discourteous, abrupt, abrasive, or belligerent attitude.

7.3.3 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

7.3.4 Present or identify themselves as employees of the City of Santa Clara.

7.3.5 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

7.3.6 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

7.3.7 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

8 E-BUILDER

8.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

8.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

8.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

8.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Work Authorization.

8.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Work Authorization and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

8.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

8.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Work Authorizations where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with a Work Authorization, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

8.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including

funding agencies or representatives) on demand.

8.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

EXHIBIT B – SCHEDULE OF FEES AND PAYMENT PROVISIONS
AMENDED NOVEMBER 15, 2024

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Except where fixed priced services are authorized according to Section 3 of Exhibit A, Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – HOURLY RATES attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened.

2.3 Rate Changes

2.3.1 Rate Increase. After the first two (2) years of the Agreement, rate increases may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.3.2 Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing services for which rates are applicable.

2.3.3 All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of Exhibit A, (4) Contractor submits receipts,

invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1	Subcontractor Services	Not to exceed 10%
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials. For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the charges are in accordance with the Work Authorization and that rates listed in Appendix B1 are charged .

3.2 Fixed Price. For Services authorized to be paid on a fixed price basis, Contractor shall provide an invoice to the City in accordance with the Work Authorization and based on either (a) the percentage of Services completed during the

previous month or (b) a lump sum amount upon the completion of deliverable(s), as specified in the Work Authorization and subject to the following.

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Accurate Invoice. If the invoice submitted by Contractor is not accurate, the invoice will be returned to Contractor to correct and resubmit before payment can be processed.

3.6 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.7 Confidential. Invoices are not confidential even if marked as confidential when submitted.

APPENDIX B1 – Hourly Rates

1.1. Consultant shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 3 of Exhibit A. Except where fixed prices are authorized pursuant to Section 3 of Exhibit A, the rates applicable for the Services are listed below in Table B1 (Hourly Rates).

1.2. In cases where services are required but not listed below, Contractor shall submit rates for approval by the City in advance, in writing before performing the services. For avoidance of doubt, any changes to the rates in the hourly rates must be authorized by an amendment to the Agreement in accordance with Section 2.3 of Exhibit B. Rate changes are not permitted as part of a Work Authorization process.

POSITION	HOURLY RATES
Director Consulting Engineer	$225.00
Principal Consulting Engineer	$200.00
Senior Consulting Engineer	$175.00
Consulting Engineer	$120.00

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Soudi Consultants, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control. **This Work Authorization is not valid until accompanied by a Purchase Order authorized by the City.**

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 4 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file. *Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.
☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

REPORT TO COUNCIL

SUBJECT

Delegation of Authority to the City Manager to Negotiate and Execute Various Agreements for Silicon Valley Power (SVP) for the Purchase of Supplies and Services Following Competitive Processes with the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services;
2. Associated Power Solutions for battery maintenance services;
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services;
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc. for Technical Field Advisor services;
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services;
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control;
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services;
8. TR International Trading Company for salt delivery services;
9. Pacific Star Chemical dba Northstar Chemical for delivery of bulk sulfuric acid; and
10. Univar for delivery of bulk chemicals

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

EXECUTIVE SUMMARY

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. During the last several months, the Purchasing Division of the Finance Department has published a number of solicitations pursuant to applicable provisions of City Code Section 2.105 using the City's e-procurement system.

Staff recommends that the City Manager be authorized to negotiate and execute agreements associated with these solicitations to the following vendors:

1. Bay Valve Service and Engineering, LLC for valve Inspection, maintenance, and repair services in an amount not to exceed $1,500,000 for an initial three-year term with two one-

year options to renew.
2. Associated Power Solutions for battery maintenance services in an amount not to exceed $1,500,000 for an initial five-year term with up to five one-year options to renew.
3. Electrical Maintenance Consultants, Brush Americas, and Mitsubishi Powers Americas, Inc. for generator maintenance services in an amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew.
4. Axis Mechanical Group, HPI, LLC., and Mitsubishi Power Americas, Inc for Technical Field Advisor (TFA) services in an amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew.
5. Puretech and Evoqua Water Technologies LLC to provide portable mixed bed and anion demineralized bottle rental and exchange services in an amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew.
6. Burns and McDonnell Engineering Company, Inc.; Electrical Consultants, Inc.; HDR Engineering, Inc.; Leidos Engineering, LLC; Power-Tech Engineers, Inc.; SEL Engineering Services, Inc.; Soudi Consultants, Inc.; TRC Solutions, Inc.; and Worley Group, Inc. doing business as Advisian to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 for an initial five-year term with up to five one-year options to renew (four million dollars per year shared among nine engineering firms based on project assignment).
7. BSI Services and Solutions, Inc. and ESCI, Inc. to provide Environmental Health and Safety consulting and training services in an amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew.
8. TR International Trading Company for salt delivery services in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
9. Pacific Star Chemical doing business as Northstar Chemical for delivery of bulk sulfuric acid in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew.
10. Univar Solutions for delivery of bulk sulfuric acid in an amount not to exceed $200,000 until such time as the City can enter into an agreement through Bay Area Chemical Consortium.

Further details about each of these solicitations and the associated services is in the following background and discussion sections.

Authority to Negotiate and Execute

It is not typical to include this number of agreements in one Report to Council, but it is needed to continue to provide service under current staff limitations. In other words, this is a new procurement strategy to continue procurements within our limited capacity and receive the appropriate Council direction to proceed. Consolidating this action and obtaining delegated authority removes workload and allows for staff to focus on the actual procurement and contract process.

Recent Purchasing Activity

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP

and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

Staff Limitations
This activity has occurred while the contracts manager assigned to SVP has also been primarily assigned to support the Emergency Operations Center during the pandemic. On September 28, 2021; Council authorized the addition of a second Contracts Manager position in the Finance Department to be funded by SVP and assigned to support SVP. An offer was recently made to fill that position. In February, the Contracts Manager already assigned to SVP resigned leaving a new position vacant. Using the previous recruitment, staff has initiated the process to fill that newly vacant position. However, both purchasing positions are not currently filled and there is currently no dedicated purchasing staff for SVP. In addition, the Attorney assigned to SVP (who reviews and works on all these items) recently left the City. This will cause additional capacity constraints.

Upcoming Items
Based on current staffing constraints and the requirement to enter into contracts to operate the system, staff is taking a different procurement approach than past to facilitate the work with appropriate Council approval. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with a number of safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power, (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts, (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

Through this action, staff recommends that the City Council authorize the City Manager to execute contracts based on awards from these solicitations to expedite processing time.

DISCUSSION

Valve Inspection, Maintenance, and Repair Services

SVP's power plants have boiler system components including high pressure steam superheaters, high pressure steam drums, low pressure steam superheaters, low pressure steam drums, economizers, deaerator tanks, and flash tanks. These components have associated safety valves that require periodic testing, inspection, maintenance, repair, and replacement. Additionally, the plants contain air and gas systems that require valve testing, inspection, repair, and maintenance.

The services are highly specialized and SVP requires a qualified contractor to perform these critical services.

In 2021, the City published a formal Request for Bids (RFB) for as-needed valve testing, inspection, maintenance, and repair services. The City did not receive any bids.

Because there were no bids submitted, staff reached out to Bay Valve Service and Engineering, LLC (Bay Valve) for rates. Bay Valve is the incumbent provided and has been providing services to SVP for almost 20 years. SVP has been satisfied with the services provided by Bay Valve. Staff recommends awarding an agreement to Bay Valve to provide the required valve testing, inspection, maintenance, and repair services. There are a number of critical projects requiring this service including annual and 3-year required safety valve testing, high pressure bypass valve replacement, and critical control valve replacements.

The proposed agreement includes provision of all labor, materials, equipment, and technical expertise needed to provide the required valve testing, inspection, maintenance, and repair services. The contractor may perform the required services at SVP's power plants or at the Contractor's shop. Additionally, the contractor may be required to perform valve repair services at other SVP locations such as SVP's remote facilities.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Bay Valve for an initial three-year term beginning on or about March 1, 2022 and to execute up to two one -year options to renew the agreement after the initial term at the discretion of the City. Costs for the initial three-year term are not to exceed $1,500,000.

Bay Valve's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Battery Maintenance Services

SVP uses battery systems in order to ensure there is uninterrupted power to relay protection schemes, and control systems that provide monitoring and quick action in the event of electrical and process faults. SVP has several battery systems throughout its in-city power generating assets, including its power plants as well as at substations. The batteries must be maintained annually and quarterly in accordance with the most current version of the North American Electric Reliability Corporation (NERC) standard PRC-005, as well as state and federal regulations. The battery maintenance services ensure that critical protection systems will be available to protect the SVP grid and power plant equipment.

In 2021, the City published a formal Statement of Qualifications (SOQ) for Battery Maintenance Services. An SOQ is a solicitation where the award is based on the qualifications and expertise of the firm versus a proposed solution. One proposal was received from Associated Power Solutions (APS). Staff reviewed the response against the criteria included in the SOQ and determined that APS's proposal met all of the SOQ requirements.

Staff recommends award of agreement to Associated Power Solutions. APS is the incumbent and has demonstrated experience and expertise providing quality battery maintenance services in

compliance with NERC Standard PRC-005. Under the proposed agreement, APS will provide all labor, materials, equipment, and technical expertise needed to provide the required services including annual and quarterly battery inspection and maintenance; performance testing of batteries, load testing of battery systems, replacement of old batteries and disposal of old batteries. All services will be performed pursuant to NERC standards as well as industry best practices and state and local laws and regulations.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with APS for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis with maximum compensation not to exceed $1,500,000 over the five-year initial term. APS's hourly rates shall be fixed for the first two years of the agreement. Thereafter, any requests for compensation increases must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electrical Generator Maintenance

The generators used at SVP facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. Local and remote generation facilities use multiple generator technologies from various manufacturers, and each has unique and specific maintenance schedules and parts specifications. Accordingly, multiple vendors are employed to properly maintain the fleet of generators.

In 2021, the City published a formal RFP for Generator Maintenance and Overhaul Services. A total of 69 companies viewed the RFP, and the City received proposals from five companies:

- Brush Americas (Turtle Creek, PA)
- Electrical Maintenance Consultants, Inc. (Rocklin, CA)
- Ethos Energy (Houston, TX)
- Kinectrics, Inc. (Naperville, IL)
- Mitsubishi Powers America, Inc. (Orlando, FL)

The RFP was comprised of three separate packages as follows:

- Package A: major inspections and repairs (overhauls) on two (2) Brush BDAX-7 generators located at the Donald van Raesfeld (DVR) Power Plant;
- Package B: major inspections and repairs (overhauls) on two (2) Ideal SM-100 generators located at the Santa Clara Cogeneration Plant; and
- Package C: Routine generator maintenance and repair services.

Proposers had the option to submit responses for one or multiple packages. Electrical Maintenance Consultants, Inc. (EMC) and Ethos Energy (Ethos) submitted responses for all three packages. Mitsubishi Powers America, Inc. (Mitsubishi) submitted a response for Packages A and C. Brush Americas (Brush) and Kinectrics, Inc. submitted responses for Package A and Package C, respectively.

The proposals were evaluated and scored against the criteria and weights included in the RFP by a

three-member evaluation team consisting of staff from SVP. Upon the evaluation team's initial review, the proposals from Ethos and Kinectrics, Inc. were determined to be non-responsive and were eliminated from further consideration.

Staff recommends authorizing the City Manager to negotiate and execute agreements with EMC, Brush, and Mitsubishi for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with maximum compensation for all three agreements not to exceed $3,000,000 over the five-year initial term. EMC shall serve as the primary contractor for all three packages of services, while Brush and Mitsubishi shall serve as the secondary providers of services for their respective packages. The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required generator maintenance and overhaul services.

Any requests for compensation increases during the term of the agreement(s) must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

Technical Field Advisor (TFA) Services

The Turbines and Generators used at Silicon Valley Power (SVP) facilities require ongoing preventative and corrective maintenance as well as scheduled major overhauls to ensure reliability. This includes annual inspections, testing and diagnostic services, and repairs using specialty tooling, equipment, and shop services. In-town and remote generation facilities use multiple generator technologies from various manufacturers, each having unique and specific maintenance schedules and parts specifications.

Depending on the nature of the work, it is industry best practice for SVP to separately contract TFA service for expertise when undergoing overhauls or other in-depth maintenance activities. These TFA's serve as SVP's agents and provide expert guidance to oversee the contractors performing work.

In 2021, the City published a formal RFP for TFA Services. A total of 39 companies viewed the RFP, and the City received 3 proposals, from Axis Mechanical Group, Mitsubishi Power Americas, Inc and HPI, LLC. The proposals were evaluated independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the RFP. Staff recommends negotiating and executing agreements with all three proposers. Having multiple TFA agreements will provide flexibility with scheduling and expertise needs for SVP's various assets.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Overseeing major turbine and engine overhauls at SVP's power plants;
- Providing technical oversight of outage activities;
- Providing advice on available repair options;
- Developing and providing required reports.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Axis Mechanical, Mitsubishi Power Americas, Inc., and HPI, LLC for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreements after the

initial term, at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,050,000 for all three agreements over the five-year initial term. Any requests for or rate increases during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services
All three of SVP's local generation facilities rely on processed or demineralized water for use in the condensate/steam cycle and for emissions control. Portable, mixed bed and ion exchange bottles are used at DVR, COGEN, and Gianera for water treatment as an economic solution for these water treatment needs.

In 2021, the City published a formal RFB for Portable Mixed Bed and Anion Demineralized Bottle Rental and Exchange Services with the award recommendation based on "lowest responsive, responsible bidder." A total of 34 companies viewed the RFB, and the City received proposals from two bidders. The results are as follows:

Vendor Name	Bid Price
Puretech	$91,107.00
Evoqua	$130,496.98

Staff recommends an award to Puretech as the lowest responsive and responsible bidder and Evoqua as a secondary supplier in the event of an emergency or if Puretech is unable to perform. Puretech and Evoqua will supply portable mixed bed and anion demineralized bottle rental and exchange services to SVP's power plants on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute agreements with Puretech and Evoqua for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Total costs are not to exceed $650,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Electric Utility Engineering Services
SVP uses consultants to support operations engineering of protection, communications, and control systems. Typical services include electrical safety hazard analysis, electrical engineering studies (short circuit and relay coordination), fiber optic multiplexer system support, power quality metering system support, compliance (NERC and WECC), and outages studies.

Sample tasks and studies performed by these consultants may include

- Electrical safety hazard analysis at each substation to determine safe approach distances and proper personal protection equipment (PPE) maintaining safety for employees and compliance with OSHA requirements.
- Relay overcurrent coordination studies to minimize the number of customers affected by a fault in the electric system such as a car a hitting power pole, tree branch falling on transmission line, or a mylar balloon contacting a transmission line.

- Support replacement of the fiber optic multiplexer system - the communication backbone of the electric utility.

In June 2021, the City published a formal SOQ for Electric Utility Engineering Services protection, communications, and control systems. A total of 141 companies viewed the SOQ, and the City received 17 proposals. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ.

Staff recommends negotiating and executing agreements with the following proposers, as the most advantageous proposals based upon the final evaluation rankings:

1. Burns and McDonnell Engineering Company, Inc.
2. Electrical Consultants, Inc.
3. HDR Engineering, Inc.
4. Leidos Engineering, LLC
5. Power-Tech Engineers, Inc.
6. SEL Engineering Services, Inc.
7. Soudi Consultants, Inc.
8. TRC Solutions, Inc.
9. Worley Group, Inc., doing business as Advisian

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required electric utility engineering services including:

- Performing engineering studies;
- Developing and reviewing protective device, metering, and automation device settings and logic;
- Preparing and documenting North American Electric Reliability Corporation (NERC) compliance reports; and
- Providing engineering support services for construction and testing crews.

Staff intends to establish a qualified shortlist consisting of the nine selected proposers. Depending on the requirement, a vendor may be awarded specific work to any vendor on the list, or a secondary “mini” competitive process may be conducted among these pre-qualified firms to award specific work.

Staff recommends authorizing the City Manager to negotiate and execute agreements with the nine consultants listed above for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew each agreement after the initial term, at the discretion of the City. Annual costs for all agreements are not to exceed $20 million during the initial five-year term (four million dollars per year shared among nine engineering firms based on project assignment). Any requests for compensation increases during the term of the agreement(s) must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Environmental, Health & Safety Services (EH&S)

Silicon Valley Power (SVP) requires EH&S programs throughout the utility in order to maintain a safe and compliant working environment. The use of experts focused in the knowledge areas required

assures the best possible quality for the programs being developed, prevents bias, and maintains the most current updates to federal and local laws and regulations. These firms have unique skills and tools at their disposal to provide services.

Services associated with Environmental Programs will support a number of required certifications and other compliance activities. A utility of SVP's size is responsible for a number of environmental compliance activities including air permits, Environmental Protection Agency (EPA) Title V, Spill Prevention Control and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), and storm water permits. This is only a sample list as there are a number of compliance programs associated with the utility's operations.

Services associated with safety programs include written plans, training, tracking of training completed, audits, and drills that meet Federal and California OSHA, and local or other agency regulations or guidelines. In addition, these consultants will support activities that promote a safe working environment including development and update of safety standards across SVP, Injury and Illness Prevention Program (IIPP) and a Qualified Electrical Worker (QEW) program. Resulting programs will be available to staff throughout the utility.

In 2021, the City published a formal SOQ for EH&S services. A total of 104 companies viewed the SOQ, and six proposals were submitted. The proposals were evaluated and scored independently by a three-member evaluation team, consisting of staff from SVP against the criteria and weights included in the SOQ including: experience and qualifications of the firm/staff; expertise reviewing and developing EH&S plans; and the proposers' approach to providing safety training.

Based on the scores from the evaluation panel, staff recommends awarding agreements to two proposers as the most advantageous and best value to the City: BSI America Professional Services, Inc. (BSI), and Electrical Safety Consultants, Inc., doing business as ESCI, Inc. (ESCI). Both proposals met or exceeded all of the SOQ specifications. The expertise of each of these vendors is different; therefore, each agreement will include different scopes of work.

The proposed agreements will include provision of all labor, materials, equipment, and technical expertise needed to provide the required services including:

- Reviewing and updating SVP's current EH&S plans;
- Developing new EH&S plans;
- Providing electrical safety training and drills;
- Conducting periodic electrical safety audits; and
- Creation and management of a comprehensive electrical safety compliance program (ESCI only).

Staff recommends authorizing the City Manager to negotiate and execute agreements with BSI and ESCI for an initial five-year term beginning on or about March 1, 2022 and to execute up to five one-year options to renew each agreement after the initial term at the discretion of the City. Compensation shall be paid on a time and materials basis, with the maximum compensation not to exceed $1,100,000. Any requests for compensation adjustments during the term of the agreements must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to provide Salt Deliveries

Maintaining power production at Cogen requires the water at the plant to be treated for use in its steam processes. The treatment includes softening the water by using dry coarse salt. SVP uses approximately 660 pounds of salt per day to treat the water at Cogen. If water is not softened for use in the power plant steam processes, Cogen would be forced to shut down, halting power production at the facility. A shutdown of Cogen would also impact its ability to supply steam to its thermal host, Greif Inc., Santa Clara Paperboard who uses steam for recycled paper processing.

In 2021, the City published a formal RFB for the delivery and supply of Morton Salt, using the City's e-procurement system. Twenty-two (22) vendors viewed the bid, and two bids were received. Results are as follows:

Vendor NameBid Price	
TR International Trading Company (TRInternational)	$49,680
John's Salt Service	$50,112

Staff recommends an award to TRInternational as the lowest-price responsive bidder. TR International will supply and deliver salt to Cogen on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with TR International for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Maximum compensation is not to exceed $300,000 during the initial five-year term. Any requests for compensation adjustments must be justified by the vendor and are subject to approval by the City and the annual appropriations of funds.

Vendor to Provide Delivery of Bulk Sulfuric Acid

SVP uses sulfuric acid for pH control of the cooling tower at DVR. This necessary process treatment for the cooling tower is required to maintain limits specified by the Industrial Waste Water Discharge Permit issued by San Jose Environmental Services Department. and preserve the integrity of the tower itself.

In 2021, the City published a formal RFB for the delivery and supply of Sulfuric Acid. Twenty-two (22) vendors viewed the bid, and one bid was received as follows:

Vendor Name	Bid Price
Pacific Star Chemical (dba Northstar Chemical)	$40,320

Staff recommends an award to Pacific Star Chemical as the sole bidder. Pacific Star Chemical will supply bulk Sulfuric Acid to SVP's DVR plant on an as needed basis.

Staff recommends authorizing the City Manager to negotiate and execute an agreement with Pacific Star Chemical dba Northstar Chemical for an initial five-year term beginning on or about March 1, 2022, and to execute up to five one-year options to renew the agreement after the initial term at the discretion of the City. Costs are not expected to exceed $300,000 during the initial five-year term. Any requests for compensation increases during the term of the agreement must be justified by the

company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term will be based on renewal quotes from the Pacific Star Chemical.

Bulk Chemical:
Silicon Valley Power (SVP) uses several Bulk Chemicals including Sodium Bisulfite, Sodium Hydroxide, Sodium Hypochlorite at its DVR Power Plant for various water treatment processes.

Pursuant to City Purchasing ordinance, the City intends to enter into a cooperative purchase through the Bay Area Chemical Consortium (BACC), a cooperative group of public agencies each individually established and acting collectively through their authorized agents. BACC issues bids each January for over a dozen bulk chemicals, with responses due in late February and contract awards executed by each respective agencies around the second quarter of the calendar year. The City is unable to enter into the proposed cooperative purchase until around the second quarter of the calendar year. Therefore, staff requests authorization to enter into a purchase order with Univar in an amount not to exceed $200,000 until such time as the City can enter into an agreement through BACC.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Funding for the following agreements will come from the capital or operating budget based on the asset requiring products or services:

1. Valve inspection, maintenance, and repair services
2. Battery maintenance services
3. Electrical generator maintenance
4. Technical Field Advisor (TFA) Services
5. Portable mixed bed and anion demineralized bottle rental and exchange services
6. Engineering services for electric protection, communications, and control
7. Salt deliveries
8. Delivery of bulk sulfuric acid
9. Bulk chemical delivery services

Funding for consulting and training services for environmental health and safety including safety

compliance, environmental consulting, consulting for emissions, stormwater, and hazardous waste are budgeted in the Electric Utility budget Electric Compliance Division.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement for valve Inspection, maintenance, and repair services with Bay Valve Service and Engineering, LLC in an amount not to exceed $1,500,000 for an initial three-year term with two one-year options to renew;
2. Authorize the City Manager to negotiate and execute an agreement for battery maintenance services with Associated Power Solutions in an amount not to exceed $1,500,000 for an initial five -year initial term with up to five one-year options to renew;
3. Authorize the City Manager to negotiate and execute agreements for generator maintenance services in an aggregate amount not to exceed $3,000,000 for an initial five-year term with up to five one-year options to renew with:
    a. Electrical Maintenance Consultants
    b. Brush Americas
    c. Mitsubishi Powers Americas, Inc.;
4. Authorize the City Manager to negotiate and execute agreements for Technical Field Advisor (TFA) services in an aggregate amount not to exceed $1,050,000 for an initial five-year term with up to five one-year options to renew with:
    a. Axis Mechanical Group
    b. HPI, LLC
    c. Mitsubishi Powers Americas, Inc.;
5. Authorize the City Manager to negotiate and execute agreements to provide portable mixed bed and anion demineralized bottle rental and exchange services in an aggregate amount not to exceed $650,000 for an initial five-year term with up to five one-year options to renew with:
    a. Puretech
    b. Evoqua Water Technologies LLC;
6. Authorize the City Manager to negotiate and execute agreements to provide electric utility engineering services for electric protection, communications, and control in an aggregate amount not to exceed $20,000,000 (four million dollars per year shared among nine engineering firms based on project assignment) for an initial five-year term with up to five one-year options to renew with:
    a. Burns and McDonnell Engineering Company, Inc.

b. Electrical Consultants, Inc.
c. HDR Engineering, Inc.
d. Leidos Engineering, LLC
e. Power-Tech Engineers, Inc.
f. SEL Engineering Services, Inc.
g. Soudi Consultants, Inc.
h. TRC Solutions, Inc.
i. Worley Group, Inc., doing business as Advisian;

7. Authorize the City Manager to negotiate and execute agreements to provide Environmental Health and Safety (EH&S) consulting and training services in an aggregate amount not to exceed $1,100,000 for an initial five-year term with up to five one-year options to renew with:
    a. BSI Services and Solutions, Inc.
    b. ESCI, Inc.;
8. Authorize the City Manager to negotiate and execute an agreement for salt delivery services with TR International Trading Company in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
9. Authorize the City Manager to negotiate and execute an agreement for delivery of bulk sulfuric acid with Pacific Star Chemical doing business as Northstar Chemical in an amount not to exceed $300,000 for an initial five-year term with five one-year options to renew;
10. Authorize a Purchase Orders with Univar Solutions in an amount not to exceed $200,000 for delivery of bulk chemicals until such time as the City can enter into an agreement through Bay Area Chemical Consortium; and
11. Authorize the City Manager to execute amendments to increase maximum compensation during the term of the agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

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EBIX Insurance No. S200004640

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND TRC SOLUTIONS, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2022 and terminate on August 31, 2027.

B. After the Initial Term, Cit reserves the right, at its sole discretion, to extend the term of this agreement for up to five (5) additional one-year terms through August 31, 2032 ("Option Periods"). In order to extend the term of the Agreement for the Option Periods, the Parties shall execute an amendment (or amendments) to the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time specified in each Purchase Order. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which are required deliverables to be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California, as may be required by the specific deliverable.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials covered by this Agreement shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace defective materials, City may make corrections or replace materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, in accordance with the Standard of Care (defined below), and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California ("Standard of Care"). Such Standard of Care is not a warranty or guarantee. Contractor agrees to promptly replace or correct any Services that fail to meet the Standard of Care.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et. Seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. Upon termination, Contractor shall recover payment for all Services performed plus all proven costs associated with the termination.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material exclusively prepared pursuant to this Agreement, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than the project for which work was authorized, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, and agents ("Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Each party agrees that waiver by the other party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at SVPContracts@santaclaraca.gov

And to Contractor addressed as follows:

TRC Solutions, Inc.
6 Executive Circle, Suite 200
Irvine, CA 92614
and by e-mail at eawright@trccompanies.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has

read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

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26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

27. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, Contractor and City waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit, arising directly from the Services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's breach or termination of the Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Daniel Ballin
Daniel Ballin (Jan 22, 2023 08:12 PST)
Office of the City Attorney
City of Santa Clara

Dated: 1/26/23

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 1/20/2023

By (Signature): DocuSigned by: Edward Myszka
Name: Edward Myszka
Title: Sector Director
Principal Place of Business Address: 6 Executive Circle, Ste. 200, Irvine, CA 92614
Email Address: emyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

City does not give any guarantee to Contractor that City will select Contractor for the performance of any Call for Proposal. If City selects Contractor to perform a Call for Proposal, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Purchase Order.

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

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1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

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1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

3.1 Qualified Shortlist

3.1.1 Contractor is part of a shortlist of vendors the City has approved to provide the required electric utility engineering services ("Shortlisted Contractors").

3.1.2 When electric utility engineering services are required City may, at its sole discretion, directly assign work to Contractor ("direct assignment"), or facilitate a secondary competitive process among some or all of the Shortlisted Contractors ("Call for Proposal").

3.1.3 When Contractor will be required to perform services on an on-going basis, such ongoing services shall be authorized using the Authorization of Work process in this Section 3.

3.2 Project Quotes and Authorization of Work

3.2.1 When services are required by the City, City shall request a quote or task order from Contractor for such Services. City's request will generally include the following information:

3.2.1.1 Project description;

3.2.1.2 Services requested including location;

3.2.1.3 Preliminary project schedule;

3.2.1.4 Confirmation of prevailing wage and DIR requirements.

3.2.2 Contractor shall submit a quote for the required services in advance of commencing work, with the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3.

3.2.3 Contractor's quote shall include the following details:

3.2.3.1 The specific service(s) to be performed;

3.2.3.2 Location where services will be performed;

3.2.3.3 The project schedule when requested by City;

The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.

3.2.3.4 Estimated cost for the requested services, including the following. Items not specified are assumed to be included in the hourly rate.

3.2.3.4.1 Labor costs

3.2.3.4.2 Tools and materials;

3.2.3.4.3 Equipment;

3.2.3.4.4 Subcontractor services

3.2.3.4.5 Any additional costs such as travel, taxes, fees and any other reimbursable expenses; and

3.2.3.4.6 Total not to exceed price.

3.2.4 Items not included in the quote are assumed to be included in the hourly rate.

3.2.5 Materials and equipment with a value that exceeds the City's competitive threshold may require a separate quoting process.

3.2.6 Where the terms of any quote or task order are in conflict with this Agreement, the terms of this Agreement shall prevail.

3.2.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement.

3.2.8 The City shall authorize work by issuing Purchase Order referencing this Agreement and the quote or task order. With the exception of emergency services as described in the Emergency Services section 3.2.8 or in the event described in Section 3.2.9.3, Contractor shall not commence work unless Contractor has received a Purchase Order.

3.2.9 Emergency Services

3.2.9.1 An emergency service is defined as an unforeseen event, circumstance, or combination thereof that the City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils SVP facilities and equipment.

3.2.9.2 Emergency services may only be authorized, in writing by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer (e-mail is acceptable).

3.2.9.3 Emergency services may be approved verbally, where appropriate, only by the SVP staff identified above. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

3.2.9.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3 and shall include any completed work as well as any additional work required to complete services associated with the emergency.

3.2.10 Changes

3.2.10.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the quoted project cost. Contractor shall provide reason for the change specific to each Purchase Order.

3.2.10.2 In the event that unanticipated site conditions or other issues result in costs that exceed the approved purchase order, Contractor shall submit to the City an updated quote or task order for review and approval from the City in advance of performing the work and shall receive an update Purchase Order in advance of performing additional work.

3.2.10.3 In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer. Contractor shall provide an updated quote within two (2) business days so that such changes can be documented in a Purchase Order within four (4) business days.

3.2.11 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.2.12 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 SCHEDULE OF PERFORMANCE

4.1 Contractor shall perform the services listed above, as needed, during business hours (M-F 9:00am to 5:00pm)

4.2 Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

4.3 Contractor may be required to perform the services onsite and/or remotely.

5 REPORTING AND DOCUMENTATION

5.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

5.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

5.3 Additional reporting shall be indicated in the scope for specific Purchase Orders.

6 STAFFING REQUIREMENTS

6.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

6.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

6.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

6.3.1 Legally authorized to work in United States.

6.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating instructions on any equipment used; and (d) communicate with emergency personnel during emergencies;

6.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

6.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

6.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

6.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

6.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

6.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

6.8.2 SVP shall not unreasonably withhold approval.

6.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

7 SAFETY

7.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

7.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

7.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

7.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

7.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

7.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

7.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

8 EMPLOYEE TRAINING

8.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

8.2 Contractor's employee training shall be at no cost to SVP.

8.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

9 PROFESSIONAL BEHAVIOR

9.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

9.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

9.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

9.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

9.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

9.6 Contractor shall submit any complaints received against it to the City immediately.

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EXHIBIT B
SCHEDULE OF FEES

1 MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term of this Agreement shall be the amount specified in Section 6 (COMPENSATION AND PAYMENT) of the Agreement.

2 RATES

2.1 City shall pay Contractor in accordance with the rates specified in Exhibit B-1 – Hourly Rates attached and incorporated by reference:

2.2 Contractor shall perform the services listed above, as needed, during business hours (M-F 9:00am to 5:00pm).

2.3 All services shall be quoted and authorized using the Purchase Order process outlined in Exhibit A, Section 3 – Project Quotes and Authorization of Work

2.4 Rates shall remain fixed for the initial two years of the Agreement. After the initial two years Contractor may request adjustments to the compensation rates no more than annually

2.4.1 The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.

2.4.2 City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).

3 REIMBURSABLE EXPENSES

3.1 Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

3.2 Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.

3.3 The following expenses shall be reimbursable by City.

3.3.1 Travel-related expenses (mileage, lodging, meals, etc.);

3.3.1.1 Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General

Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.3.1.2 Rental car and airfare, where required, shall be at economy class.

3.3.1.3 City shall not reimburse local travel (within Santa Clara County).

3.3.2 The rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.

3.3.3 The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.

3.3.4 Any other expenses expressly identified as being reimbursable.

3.4 Except as specified in this Agreement, City will reimburse these expenses at actual cost only plus 10%.

3.5 An estimate of reimbursable expenses shall be included in each quote.

4 INVOICING AND PAYMENTS

4.1 Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

4.2 Each invoice shall include the task costs for the previous month and each invoice shall only include only work associated with a single task order or quote.

4.3 City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.

4.4 If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

4.5 If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

EXHIBIT B-1
HOURLY RATES

Job Category	Labor Classification	Rate
Power System Studies (TRC)	Manager	$221.55
	Principal Power System Engineer Senior	$205.73
	Power System Engineer	$184.63
	Power System Engineer	$156.67
	Associate Power System Engineer	$126.60
Engineering (TRC) *Substation and Transmission*	Manager	$221.55
	Principal Engineer	$191.48
	Senior Engineer	$174.08
	Engineer	$156.67
	Associate Engineer	$124.49
	Lead Designer	$162.47
	Senior Designer	$127.66
	Designer	$115.00
	Drafter	$92.84
Project Management (TRC)	Senior Project Manager	$191.48
	Project Manager	$174.08
	Project Coordinator	$121.33
	Project Controls Scheduler	$158.25
Engineering Distribution	Principal Distribution Engineer	$169.01
	Senior Distribution Engineer (Level IV)	$147.70
	Senior Distribution Engineer (Level III)	$137.55
	Distribution Engineer (Level II)	$124.49
	Associate Distribution Engineer (Level 1)	$115.00
	Level Designer	$121.33
	Senior Designer	$115.00
	Designer	$109.72
	Drafter/GIS Specialist	$92.84

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the

terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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Ebix Insurance No. S200004640

AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, CA, and TRC Solutions, Inc. dated January 26, 2023 (Agreement) for the purpose of having Contractor provide electric utility engineering services; and

B. The Parties now wish to amend the Agreement to update the scope to include the work authorization process and update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 1 of the Agreement, entitled "Agreement Documents" is amended in its entirety to read as follows:

   "The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference.

   Exhibit A – Scope of Services

   Exhibit B – Schedule of Fees

   Exhibit C – Insurance Requirements

   Exhibit D – Labor Compliance Addendum

   Exhibit E – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control."

2. Exhibit A – Scope of Services is hereby deleted in its entirety and replaced with the attached Exhibit A – Scope of Services – Amended January 15, 2024, which is hereby incorporated into the Agreement.

3. Exhibit B – Schedule of Fees is deleted in its entirety and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended January 15, 2024, which is hereby incorporated into the Agreement.

4. Exhibit E – Sample Work Authorization is hereby attached and incorporated by reference.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

(SIGNATURES ON FOLLOWING PAGE)

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 2/22/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California corporation

Dated: 1/29/2024

By (Signature): DocuSigned by: Edward Myszka

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Von Kaman Ave., Suite 400, Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT A - SCOPE OF SERVICES
AMENDED JANUARY 15, 2024

1 ELECTRIC UTILITY ENGINEERING SERVICES

Contractor shall perform electric utility engineering services including, but not limited to the following:

1.1 Maintain and update SVP's Aspen Oneliner model including developing project-specific models for Aspen Oneliner model and/or Power Flow;

1.2 Perform engineering studies including, but not limited to:

- **1.2.1** System impact Studies
- **1.2.2** Equipment capacity and rating,
- **1.2.3** Load calculations,
- **1.2.4** Coordination studies,
- **1.2.5** Arc-flash study,
- **1.2.6** Short circuit study for proposed system changes or additions to SVP's system or interconnection points including customers and Pacific Gas and Electric Company (PG&E);

1.3 Perform event and/or root cause analysis;

1.4 Perform protection coordination studies which may include SVP's electrical system as well as interconnection points with customers and PG&E;

1.5 Develop and review protective device, metering, and automation device settings and logic;

1.6 Perform Arc Flash studies using SVP recommended software;

1.7 Prepare and documenting North American Electric Reliability Corporation (NERC) compliance reports;

1.8 Review and/or prepare electrical drawings and recommend options to improve safety and reliability of SVP generation, transmission, and distribution system;

1.9 Update Protection, Control, and Automation (PCA) documents;

1.10 Providing test plans, review test reports of electrical equipment including but not limited to: relays, transformers, circuit breakers, and battery systems;

1.11 Providing engineering support for equipment commissioning and energization activities including but not limited to: design changes, and support testing as required by SVP; and

1.12 Providing on-call protection engineering support services including but not limited to: reviewing test reports of relays, transformers, and batteries; and providing test plans.

1.13 Electric Utility Operational Technology Engineering Services:

1.13.1 Support services for legacy Power Quality (PQ) system ION power logic 6.0 including: database management, system assessment, programming, and corrective actions report;

1.13.2 ION meter programming and configuration;

1.13.3 PQ system upgrade support services;

1.13.4 Support services for server maintenance and cyber security compliance for onsite and/or cloud solutions;

1.13.5 Support services for maintenance and upgrade of synchrophasor systems;

1.13.6 Support services for automation and control devices; and

1.13.7 Scoping and planning services to upgrade existing multiplexer system. This includes but is not limited to: development and review of communication drawings, specifications, and recommendations to improve the system.

1.14 Owners Engineering and Project Management Services

1.14.1 Performing system analysis studies as directed by SVP including, but limited to: Short Circuit Studies; Area Coordination Studies; Planning Studies; Facilities Rating Studies; Arc Flash Studies; System Impact Studies for interconnection; Project development and system expansion studies; and Standards development studies.

1.14.2 Providing project management including but not limited to: scope development, invoicing, tracking deliverables, responding to RFI's, and financial reporting;

1.14.3 Substation and generation plant design services, including developing detailed engineering drawings;

1.14.4 Providing cost estimates for equipment;

1.14.5 Developing standards, procedures, operations guides, and training; and

1.14.6 Providing support services for construction and testing crews.

1.15 Western Electricity Coordinating Council (WECC) and NERC reliability standards analysis and support services as further detailed in Section 2 of this Exhibit A.

2 NERC STANDARDS

2.1 Background:

2.1.1 Silicon Valley Power (SVP) is designated as a Transmission Owner, Transmission Operator, Generator Owner, Generator Operator and Distribution Provider. The California Independent System Operator (CAISO) is SVP's Planning Coordinator, Reliability Coordinator and Balancing Authority.

2.1.2 SVP operates equipment at 230kV and 115Kv.

2.2 Contractor will assist SVP to assure compliance with all NERC standards as they may be amended. Contractor shall remain up to date on all applicable NERC and WECC standards related to the services performed by Contractor. The following are examples:

2.2.1 Generation: MOD-025-2, MOD-026-1, MOD-027-1, PRC-019-2, PRC-024-2, PRC-025-2, PRC-026-1R R2-R4

2.2.2 Facilities: FAC-001-3, FAC-002-3, FAC-005-WECC-1, PRC-010-2, PRC-018-2

2.2.3 Transmission Planning: FAC-014-2, FAC-002-3, FAC-008-3, PRC-006-5, TPL-001-4 or -5, TPL-007-4

2.2.4 Protection Systems: PRC-002-2, PRC-004-6, PRC-005-6, PRC-019-2. PRC-024-2, PRC-023-4, PRC-026-1, PRC-027-1

3 WORK AUTHORIZATION PROCESS

3.1 Contractor acknowledges that Contractor is one of seven (7) firms selected to perform electric utility engineering services, pursuant to seven (7) separate agreements (collectively, the "electric utility engineering services"). Specific Services will be assigned as set forth below.

3.2 City does not give any guarantee to Contractor that City will select Contractor for the performance of any Work Request or any other Services. If City selects Contractor to perform a Work Request, Contractor shall perform the services in this Exhibit A but only to the extent detailed in the Work Authorization and purchase order.

3.3 When Contractor will be required to perform services on an on- going basis, such ongoing services shall be authorized using the Work Authorization Process in this Section 2.

3.4 A Purchase Order ("Purchase Order") is a document issued by the City of

Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Approved Work Authorization.

3.5 Work Request

3.5.1 When general consulting services are required, SVP will notify one or more contractors under contract for general Consulting services to provide a proposal for Services.

3.5.2 SVP will provide a description of the Services required, the basis of award, the deadline for response, and any other relevant information (Work Request).

3.6 Proposal

3.6.1 If Contractor has the required expertise and desires to submit a proposal, Contractor shall prepare and submit a proposal (Proposal) that includes:

3.6.1.1 The specific service(s) to be performed. Detail of the services should have a level of detail reflective of the scope, timeline, and cost of the specific project.

3.6.1.2 A work plan that includes a detailed description by task of the services to be performed.

3.6.1.3 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule such as, but not limited to, material delays or permitting.

3.6.1.4 A list of Contractor's personnel and subcontractors including subcontractor Department of Industrial Relations (DIR) number where required.

3.6.1.5 Any required drawings or documents.

3.6.1.6 A list of City responsibilities.

3.6.1.7 An itemized cost proposal showing:

3.6.1.7.1 Hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable. Indicate labor subject to prevailing wage requirements.

3.6.1.7.2 Subcontractor costs including subcontractor DIR number where required and indicating

prevailing wage and non-prevailing wage services.

3.6.1.7.3 Parts/materials

3.6.1.7.4 Rental and/or specialty equipment

3.6.1.7.5 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

3.6.1.7.6 Any additional costs including, but not limited to freight, permits, fees.

3.6.1.7.7 Breakdown of materials and labor sufficient to calculate sales tax. Taxable and non-taxable items shall be itemized in a manner that will permit the City to accurately calculate sales tax.

3.6.1.7.8 Estimated total cost including sales tax.

3.6.1.7.9 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

3.6.1.7.10 Cost for any additional equipment, parts, materials, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

3.6.2 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor. Contractor must submit a revised Proposal to the City based upon such negotiations. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

3.7 Work Authorization:

3.7.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement, (when combined

with all previously authorized Services), the City may authorize the proposed services as set forth in this Section.

3.7.2 To authorize work, the City and Contractor shall execute a Work Authorizations in substantially the same format as Exhibit E. Each Work Authorization shall describe the proposed services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the proposed service and deliverables, and the compensation for the services.

3.7.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization. Upon execution by the Parties, the Work Authorization shall become an Approved Work Authorization.

3.7.4 Each Approved Work Authorization shall have a Purchase Order attached to it.

3.7.5 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization. Purchase orders are issued by the Finance Department.

3.7.6 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order.

3.8 Changes to Work Authorization:

3.8.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in an Approved Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Approved Work Authorization or Purchase Order.

3.8.2 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

3.8.3 In the event that unanticipated site conditions or other issues result in costs that exceed total of the Approved Work Authorization or changes to line items in an Approved Work Authorization or in the Purchase Order, Contractor shall submit

to the City an updated Proposal for review and approval from the City in advance of performing any additional required services. The City will issue a new or amended Work Authorization and changed Purchase Order to authorize such additional services. Each changed Work Authorization and Purchase Order shall amend the Services and be incorporated into the Services by reference.

3.8.4 Contractor shall not initiate the additional services associated with changes and the City will not compensate the Contractor until the City has executed the Work Authorization for such additional services where applicable ("Approved Work Authorization") and issued a Purchase Order or changed Purchase Order.

3.9 Proposals, pricing, and quotes are not confidential and will not be treated as confidential even if marked confidential when submitted.

3.10 An Approved Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in an Approved Work Authorization – even if the Approved Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Authorization are invalid and unenforceable.

3.11 Each Approved Work Authorization and Purchase Order including those authorized prior to execution of this Amendment No. 1 shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

3.12 If Contractor begins the Services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

3.13 The City (through the individuals listed in section 2.7.5 or, in the case of Purchase Orders, the Finance Department) may terminate an Approved Work Order or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

3.14 Contractor shall not initiate any project assignment that will result in costs exceeding the compensation in the Agreement or are anticipated to extend past the term of this Agreement.

3.15 SVP shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

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3.16 Contractor shall not initiate services before a Work Authorization has been executed and/or Purchase Order has been issued."

4 E-BUILDER

4.1 When required by City, Contractor shall use e-Builder for submission of data and documents throughout the term of this agreement.

4.2 e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

4.3 The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance to the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor in the future.

4.4 Contractor is required to obtain all necessary training to use the software. The City will provide one classroom training or a web-based seminar. A training session is 1 - 2 hours.

4.5 e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with the usage of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will the usage of e-Builder be grounds for a time extension or cost adjustment to the Agreement.

4.6 Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned.

4.7 Contractor is responsible for managing, tracking, and documenting the Services to comply with the requirements of this Agreement. The City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute a validation of the Contractor's submitted information.

4.8 At the City's sole discretion, project documents may be processed and distributed digitally over the internet or may be required to be presented in hard copy format.

4.9 While regular email may still be used for communication, when requested by the City, e-Builder shall be utilized as much as possible in connection with all document and information management required in the performance of projects where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the e-Builder website and shall be responsible for the validity of the information placed in e-Builder. The Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, the Contractor shall include a form of its own or one provided by the City (if available) as an attachment to a submittal or process. Documents and information to be submitted electronically include, but are not limited to:

4.9.1 Correspondence

4.9.2 Meeting minutes

4.9.3 Product data, reports, certifications, etc. must be submitted in PDF. (If a sample can be scanned, it is requested that a scanned PDF copy be submitted with the sample).

4.9.4 Requests for Information (RFI's)

4.9.5 Submittals and shop drawings

4.9.6 Change order requests and documentation, including record copies of change orders, proposals, and modifications.

4.9.7 Pay applications

4.9.8 "Official" correspondence (such as letters) including informal correspondence, such as email.

4.9.9 Pre-Task Plans (PTPs)

4.9.10 Daily construction reports and other daily reports including Contractor Quality Control (CQC) Reports

4.9.11 All official reports, such as commissioning reports

4.9.12 Notices and claims

4.9.13 Operations and maintenance manuals

4.9.14 All close-out documents, and

4.9.15 All testing results

4.10 Archive Copies: When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on the e-Builder for the duration of each project. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

4.11 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to utilize the new project management tool selected by the City.

5 SCHEDULE OF PERFORMANCE

5.1 Unless otherwise requested and authorized by City, Contractor shall perform the services listed above, as needed, during business hours (M-F 8:00am to 5:00pm).

5.2 Any work required using overtime rates shall be identified and approved in writing by City prior to work commencing.

5.3 Contractor may be required to perform the services onsite and/or remotely.

6 REPORTING AND DOCUMENTATION

6.1 Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

6.2 Required reports may include cost and schedule updates for services Contractor is providing to the City.

6.3 Additional reporting shall be indicated in the scope for specific Purchase Orders.

7 STAFFING REQUIREMENTS

7.1 The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary to perform the required services.

7.2 Contractor shall employ only competent, skilled workers who are appropriately trained and/or licensed to perform the required services.

7.3 Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.

7.3.1 Legally authorized to work in United States.

7.3.2 Sufficiently fluent in English to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by SVP; (c) understand the safety and operating

instructions on any equipment used; and (d) communicate with emergency personnel during emergencies.

7.4 Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Exhibit A, including but not limited to, DOT requirements for commercial driver's license and required drug testing if applicable.

7.5 SVP may request verification of the assigned employees' qualifications at any time. Contractor shall promptly provide such verification upon request by SVP.

7.6 Contractor shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

7.7 Contractor's employees and any subcontractors shall supply proper identification when requested by SVP.

7.8 Contractor shall inform SVP immediately of any change in key personnel assigned to this project.

7.8.1 Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to SVP for review and approval.

7.8.2 SVP shall not unreasonably withhold approval.

7.9 SVP reserves the right to request the removal of any Contractor employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. The Contractor shall promptly respond to requests for replacement personnel.

8 SAFETY

8.1 Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

8.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

8.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

8.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

8.5 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the

medication can potentially impair the employee's ability to perform the work safely.

8.6 Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

8.7 Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

9 EMPLOYEE TRAINING

9.1 Contractor shall train all employees (including subcontractors) assigned to perform the required services.

9.2 Contractor's employee training shall be at no cost to SVP.

9.3 Contractor shall ensure that all employees (including subcontractors) who will be involved in the performance of services for SVP understand how to safely inspect, maintain, and repair systems as required for their respective positions.

10 PROFESSIONAL BEHAVIOR

10.1 Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

10.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.

10.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.

10.4 Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.

10.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.

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AMENDMENT NO. 1
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRC SOLUTIONS, INC.
EXHIBIT B – COMPENSATION AND FEE SCHEDULE
AMENDED

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B-1 – HOURLY RATES attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened.

2.3 Rate Increase. Rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses. Any and all reimbursable expenses related to each Work Authorization or Purchase Order shall be described in Contractor's Proposal as set forth in Section 2 of Exhibit A and accounted for in the total cost for each Proposal, Work Authorization, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 2 of Exhibit A, (4) Contractor submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred.

	Reimbursable Expense Schedule	Mark Up
1	Subcontractor Services	Not to exceed 10%
2.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
3.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
4.	Charges for outside services (including fees, equipment, materials, and facilities not furnished directly by Contractor).	No Markup
5.	Other reimbursable expenses with prior written approval from the City	No Markup
6.	Allowable mileage will be charged at the prevailing IRS rate per mile.	No Markup
7.	Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related per diem shall not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B-1 are charged. Additionally, invoices shall include sufficient detail to allow for accurate comparison with certified payroll submittals.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Certified Payroll. When applicable, Contractor must submit all necessary certified payrolls through LCP Tracker in advance of its request for payment. These submittals shall comply with the requirements set forth in Exhibit D and are subject to verification by the City.

3.6 Disputed Invoices. If the City in good faith disputes any portion of an invoice, the City shall pay the undisputed portion of the invoice and submit written notice to Contractor regarding the disputed amount. The notice shall include documentation supporting the disputed amount.

3.7 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

APPENDIX B-1 – HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Jan. 1, 2023 thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024
Power System Studies	Manager	$ 221.55	$ 233.74
	Principal Power System Engineer	$ 205.73	$ 217.04
	Lead Power System Engineer		$194.78
	Senior Power System Engineer	$ 184.63	$ 180.03
	Power System Engineer	$ 156.67	$ 165.28
	Associate Power System Engineer	$ 126.60	$ 133.56
Engineering Substation & Transmission	Manager	$ 221.55	$ 233.74
	Principal Engineer	$ 191.48	$ 202.01
	Senior Engineer	$ 174.08	$ 183.65
	Engineer	$ 156.67	$165.28
	Associate Engineer	$ 124.49	$131.34
	Lead Designer	$ 162.47	$171.41
	Senior Designer	$ 127.66	$134.68
	Designer	$ 115.00	$ 121.32
	Drafter	$ 92.84	$ 97.95
Engineering Distribution	Principal Distribution Engineer	$ 169.01	$ 178.31
	Senior Distribution Engineer (Level IV)	$ 147.70	$ 155.82
	Senior Distribution Engineer (Level III)	$ 137.55	$ 145.12
	Distribution Engineer (Level II)	$ 124.49	$131.34
	Associate Distribution Engineer (Level I)	$ 115.00	$ 121.32
	Lead Designer	$ 121.33	$ 128.00
	Senior Designer	$ 115.00	$ 121.32
	Designer	$ 109.72	$ 115.75
	Drafter/GIS Specialist	$ 92.84	$ 97.95
Project Management	Senior Project Manager	$ 191.48	$ 202.01
	Project Manager	$ 174.08	$183.65
	Project Coordinator	$ 121.33	$ 128.00
	Project Controls Scheduler	$ 158.25	$ 166.95

EXHIBIT E

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and TRC Solutions, Inc. ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Order:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 4 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials ☐ Fixed Fee

b. Reimbursable Expenses:

☐ No expenses are reimbursable.

☐ Expenses are separately reimbursable in the maximum amount of:

_____

c. Payment Schedule:

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Services

d. Payment Terms. Provide payment terms below or attach as a separate file. *Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.
☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the Scope of Services, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of Contractor or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for Contractor's failure to meet the agreed delivery schedule.

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5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required.

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Ebix Insurance No. S200004640

AMENDMENT NO. 2
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc. a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services, Inc., dated January 26, 2023 (Agreement) for the purpose of having Contractor provide electric utility engineering services to support Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated February 22, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. APPENDIX B-1 – HOURLY RATES of the Agreement as Amended is hereby deleted in its entirely and replaced with the attached APPENDIX B-1 "HOURLY RATES – AMENDED SEPTEMBER 15, 2024, which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin
Daniel Ballin (Oct 16, 2024 10:22 PDT)

GLEN R. GOOGINS
City Attorney

Dated: 10/17/2024

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California Corporation

Dated: 10/8/2024

By (Signature): Edward Myszka
DocuSigned by:
Edward Myszka

Name: Edward Myszka

Title: President, Power Sector

Principal Place of Business Address: 17911 Con Karman Ave., Suite 400
Irvine, CA 92614

Email Address: EMyszka@trccompanies.com

Telephone: (678) 395-1814

"CONTRACTOR"

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APPENDIX B-1 – HOURLY RATES
AMENDED SEPTEMBER 15, 2024

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05
	Lead Designer			$171.41	$180.84
	Senior Designer			$134.68	$142.09
	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 - Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 - Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 - Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025
	Distribution Engineer (Level II)	$118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$109.00	$115.00	$121.32	$127.99
	Lead Designer	$115.00	$121.33	$128.00	$135.04
	Senior Designer	$109.00	$115.00	$121.32	$127.99
	Designer	$104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$88.00	$92.84	$97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

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Ebix Insurance No. S200004640

AMENDMENT NO. 3
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRC SOLUTIONS, INC.

PREAMBLE

This third amendment to the agreement for design services ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TRC Solutions, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Design Professional Services Between the City of Santa Clara, California, and TRC Solutions, Inc.," dated January 26, 2023, (Agreement) for the purpose of having Contractor provide electric utility engineering services to support Silicon Valley Power (SVP); and

B. The Agreement was previously amended by Amendment No. 1, dated February 22, 2024, Amendment No. 2, dated October 17, 2024, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to update the hourly rates.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Table B-1 of Exhibit B of the Agreement as Amended is hereby deleted in its entirely and replaced with the attached "Third Revised - Table B-1 - Hourly Rates," which is hereby incorporated into the Agreement as Amended.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

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The effective date of this Amendment No.3 is the date of City's execution of this amendment.

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: 3/17/2026 | 11:00 AM PDT

Signed by:
Daniel Ballin
ABC722A8FC81...
GLEN R. GOOGINS
City Attorney

Signed by:
Jovan D. Grogan
5EAD88DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TRC SOLUTIONS, INC.
a California Corporation

Dated: 3/16/2026 | 2:54 PM PDT

By (Signature): DocuSigned by: Edward Myszka 88736A27EC7047E...
Name: Edward Myszka
Title: President, Power Sector
Principal Place of Business Address: 17911 Con Karman Ave., Suite 400 Irvine, CA 92614
Email Address: EMyszka@trccompanies.com
Telephone: (678) 395-1814

"CONTRACTOR"

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THIRD REVISED - APPENDIX B1 TO EXHIBIT B
RATES

Job Category	Labor Classification	Hourly Rates Effective Jan. 1, 2026 Thru Dec. 31, 2026	Hourly Rates Effective Jan. 1, 2027
Power System Studies	Manager	$260.15	$274.47
	Principal Power System Engineer	$241.57	$254.86
	Lead Power System Engineer	$216.79	$228.72
	Senior Power System Engineer	$200.38	$211.40
	Power System Engineer	$183.97	$194.08
	Associate Power System Engineer	$148.66	$156.84
Engineering Substation & Transmission	Manager	$260.15	$274.47
	Principal Engineer	$224.85	$237.21
	Senior Engineer	$204.41	$215.65
	Engineer	$183.97	$194.08
	Associate Engineer	$146.18	$154.22
	Lead Designer	$190.78	$201.27
	Senior Designer	$149.90	$158.14
	Designer	$135.03	$142.46
	Drafter	$109.02	$115.01
Engineering Civil/Structural	Manager	$260.16	$274.47
	Principal Engineer	$244.87	$258.33
	Senior Engineer	$204.41	$215.65
	Engineer	$189.21	$199.62
	Associate Engineer	$148.41	$156.57
	Assistant Engineer	$122.43	$129.17
	Lead Designer	$190.78	$201.28
	Senior Designer	$149.90	$158.15
	Designer	$135.03	$142.46
	Drafter	$109.02	$115.02
Engineering Distribution	Principal Distribution Engineer	$198.46	$209.37
	Senior Distribution Engineer (Level IV)	$173.44	$182.97
	Senior Distribution Engineer (Level III)	$161.52	$170.40
	Distribution Engineer (Level II)	$146.18	$154.22
	Associate Distribution Engineer (Level I)	$135.03	$142.46
	Lead Designer	$142.46	$150.30
	Senior Designer	$135.03	$142.46
	Designer	$128.84	$135.92
	Drafter/GIS Specialist	$109.02	$115.01
Project Management	Principal Project Manager	$300.52	$317.05
	Senior Project Manager	$224.85	$237.21

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	Project Manager	$204.41	$215.65
	Project Coordinator	$142.46	$150.30
	Project Controls Scheduler	$185.82	$196.04
Field Services	Construction Manager	$196.05	$206.83
	Senior Construction Manager	$237.21	$250.25
	Senior Testing Commissioning Engineer	$237.21	$250.25
	Testing Commissioning Engineer	$183.96	$194.08
Land/ROW Services	Project Manager	$193.75	$204.41
	Permit Specialist	$158.25	$166.95
	Land Agent, Project Coordinator	$135.04	$142.47
	Drafter, Document Specialist	$103.33	$109.01

THIRD REVISED - APPENDIX B-1 - HOURLY RATES

Job Category	Labor Classification	Hourly Rates Effective Dec. 1, 2020 Thru Dec. 31, 2022	Hourly Rates Effective Jan. 1, 2023 Thru Dec. 31, 2023	Hourly Rates Effective Jan. 1, 2024 Thru Dec. 31, 2024	Hourly Rates Effective Jan. 1, 2025 Thru Dec. 31, 2025
Power System Studies	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Power System Engineer	$195.00	$205.73	$217.04	$228.98
	Lead Power System Engineer			$194.78	$205.49
	Senior Power System Engineer	$175.00	$184.63	$180.03	$189.93
	Power System Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Power System Engineer	$120.00	$126.60	$133.56	$140.91
Engineering Substation & Transmission	Manager	$210.00	$221.55	$233.74	$246.59
	Principal Engineer	$181.50	$191.48	$202.01	$213.12
	Senior Engineer	$165.00	$174.08	$183.65	$193.75
	Engineer	$148.50	$156.67	$165.28	$174.37
	Associate Engineer	$118.00	$124.49	$131.34	$138.56
	Lead Designer	$154.00	$162.47	$171.41	$180.83
	Senior Designer	$121.00	$127.66	$134.68	$142.08
	Designer	$109.00	$115.00	$121.32	$127.99
	Drafter	$88.00	$92.84	$97.95	$103.33
Engineering Civil/Structural	Manager			$233.74	$246.60
	Principal Engineer			$220.00	$232.10
	Senior Engineer			$183.65	$193.75
	Engineer			$170.00	$179.35
	Associate Engineer			$133.34	$140.67
	Assistant Engineer			$110.00	$116.05
	Lead Designer			$171.41	$180.84

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	Senior Designer			$134.68	$142.09
	Designer			$121.32	$127.99
	Drafter			$97.95	$103.24
Engineering Distribution	Principal Distribution Engineer	$160.20	$169.01	$178.31	$188.11
	Senior Distribution Engineer (Level IV)	$140.00	$147.70	$155.82	$164.39
	Senior Distribution Engineer (Level III)	$130.38	$137.55	$145.12	$153.10
	Distribution Engineer (Level II)	$118.00	$124.49	$131.34	$138.56
	Associate Distribution Engineer (Level I)	$109.00	$115.00	$121.32	$127.99
	Lead Designer	$115.00	$121.33	$128.00	$135.04
	Senior Designer	$109.00	$115.00	$121.32	$127.99
	Designer	$104.00	$109.72	$115.75	$122.12
	Drafter/GIS Specialist	$88.00	$92.84	$97.95	$103.33
Project Management	Principal Project Manager			$270.00	$284.85
	Senior Project Manager	$181.50	$191.48	$202.01	$213.12
	Project Manager	$165.00	$174.00	$183.65	$193.75
	Project Coordinator	$115.00	$121.33	$128.00	$135.04
	Project Controls Scheduler	$150.00	$158.25	$166.95	$176.14
Field Services	Construction Manager			$176.14	$185.83
	Senior Construction Manager			$213.12	$224.84
	Senior Testing Commissioning Engineer			$213.12	$224.84
	Testing Commissioning Engineer			$165.28	$174.37
	Permit Specialist			$150.00	$158.25

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EBIX Insurance No. S200005661

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRIC POWER ENGINEERS, LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electric Power Engineers, LLC, a Delaware limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025, and terminate on November 30, 2030 (“Initial Term”).

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional years through November 30, 2031 (“Option Periods”) in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as “Term”.

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor’s representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the

benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to

City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential

Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed

Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for

any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees, subcontractors, affiliates, or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for

any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Electric Power Engineers, LLC
Attention: Hugo E. Mena, P.E., Chief Growth Officer
Austin, TX 78735
and by e-mail at legal@epeconsulting.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

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18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
[illegible]

GLEN R. GOOGINS
City Attorney

Dated: 2/4/2026 | 1:06 PM PST

DocuSigned by:
Jovan D. Grogan
[illegible]

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRIC POWER ENGINEERS, LLC
a Delaware Limited Liability Company

Dated: 12/18/2025

By (Signature): Signed by:
[illegible]

Name: Hugo E. Mena, P.E.

Title: Chief Growth Officer

Principal Place of Business Address: 5301 Southwest Pkwy, Suite 150 Austin TX, 78738

Email Address: legal@epeconsulting.com

Telephone: (512) 382-6700

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. BACKGROUND

1.1 The City of Santa Clara's electric utility, Silicon Valley Power (SVP) is currently limited in the amount of additional electric load that can be supported by its existing distribution and transmission infrastructure.

1.2 As a result of growing electric demand, SVP requires increased support in the areas of transmission and distribution system analysis, transmission and/or distribution system planning, and interconnection analysis to examine potential system upgrades or rearrangements.

SECTION 2. GENERAL

2.1 Subject to Section 7, Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to perform engineering support services ("Services"). These services are limited to technical and support functions. Any work such as the preparation or approval of stamped plans, engineering designs performed under responsible charge, construction project management, land surveying, or other professional engineering services are outside the scope of this Agreement and are provided under separate agreements maintained by the City.

2.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2.3 Contractor will primarily perform Services in City of Santa Clara limits.

2.4 To the extent not inconsistent with this Agreement, the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

SECTION 3. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Commissioning and Testing Support

3.1.1 Testing Support

3.1.1.1 Develop test plans; and,

3.1.1.2 Review and approve test results.

3.1.2 Commissioning Services

3.1.2.1 Develop commissioning plans; and

3.1.2.2 Review and approve commissioning results.

3.1.3 Factory Acceptance/Witness Testing

3.1.3.1 Perform equipment factory inspections at 85% equipment manufacturing level to ensure supplier compliance with SVP specifications;

3.1.3.2 Perform equipment 100% level factory inspection; and

3.1.3.3 Perform factory acceptance testing.

SECTION 4. SPECIFIC REQUIREMENTS

4.1 Contractor shall be responsible for providing the following, as required for the Services:

4.1.1 Supervision and administrative support

4.1.2 Program and project management services

4.1.3 Scheduling and logistical planning

4.1.4 Subcontractor management

SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

5.1.1.1 Description of the Services performed (e.g., project scheduling, testing, analysis)

5.1.1.2 Summary of existing conditions observed during performance of Services

5.1.1.3 Any information that may be requested by the City.

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

5.2.2 City may, at its sole discretion, require Contractor to provide status updates daily, weekly, or monthly at the direction of City.

5.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fails to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications:

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the term of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

7.9 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Purchase Order, and the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, and (4) the City's RFP-23-24-73 (including subsequent updates) and (5) Contractor's proposal response dated March 28, 2024.

7.10 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of

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performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 10. SAFETY

10.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

10.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

10.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

10.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

10.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

10.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

10.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 12) and Contractor employees.

SECTION 11. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 12. CONTRACTOR PERSONNEL

12.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

12.2 Staffing

12.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

12.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

12.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

12.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

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12.3 Employee Training

12.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

12.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

12.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

12.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

12.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

12.4 Standards of Conduct

12.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

12.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

12.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

12.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

12.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

12.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

12.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 13. E-BUILDER

13.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

13.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

13.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

13.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

13.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

13.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

13.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

13.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

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4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

APPENDIX B1 TO EXHIBIT B

RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Sr. Expert Project Advisor	$375
Expert Project Advisor	$375
Subject Matter Expert	$350
Principal Engineer III	$325
Principal Engineer II	$290
Principal Engineer I	$265
Senior Engineer III	$240
Senior Engineer II	$220
Senior Engineer I	$210
Staff Engineer III	$195
Senior GIS Analyst	$150
Staff Engineer II	$170
Staff Engineer I	$150
Design Engineer III	$130
Design Engineer II	$110
GIS Analyst / Drafter	$105
Design Engineer I	$95
Administrative	$90

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes

and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such or cancellation.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense,

provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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Ebix Insurance No. S200005561

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ELECTRIC POWER ENGINEERS, LLC

PREAMBLE

This amendment to the agreement for services ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electric Power Engineers, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services, dated February 4, 2026 (Agreement) for the purpose of having Contractor provide engineering support services; and

B. The Parties now wish to amend Exhibit A of the Agreement to include additional services..

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 3 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 3. SERVICES TO BE PERFORMED
Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Transmission Planning for Real-Time Operations

3.1.1 Flow and contingency analysis, to maintain reliable operation. Contractor will provide requirements for clearance conditions and support the development and documentation of operating requirements and instructions in the outage plans and operating procedures.

3.2 System Enhancement/Expansion Transmission Planning Services

3.2.1 Definition and documentation of system planning and operational criteria;

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3.2.2 Review and performance of system planning studies including load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;

3.2.3 Identification of projects and alternatives necessary to meet required planning criteria;

3.2.4 Preliminary project development to define project scope, including permitting requirements, land requirements, and preliminary construction scope which may be used by a licensed engineer to complete the project design.

3.2.5 Estimating of design and construction cost estimates (level 4);

3.2.6 Schedule development;

3.2.7 Provide basis for updating the Load Development Fee;

3.2.8 Operations planning with both short-term and long-term horizons;

3.2.9 Prepare models for the California Independent System Operator (CAISO)

3.2.10 Transmission Planning submittals, and associated regulatory requirements for meeting Transmission Planning (TP) North American Electric Reliability Corporation (NERC) that meet TPL-001-5 requirements. https://www.nerc.com/pa/Stand/Reliability Standards/TPL-001-5.1.pdf

3.2.11 Complete affected system studies for customer interconnections.

3.3 Project Scheduler

3.3.1 Creation of a baseline schedule including design and construction in Primavera P6;

3.3.2 Monthly Primavera P6 schedule updates (.xer and PDF) and status report.

3.4 Communications Engineering (wide area network)

3.4.1 Fiber optic multiplexer replacement design and construction support, and project management;

3.4.2 Fiber optic multiplexer replacement field implementation support;

3.4.3 Support for testing and commissioning the new fiber optic multiplexer system platform;

3.4.4 Support maintenance and management of a new fiber optic multiplexer system platform;

3.4.5 Wide Area Network (WAN) design standards development;

3.4.6 Mesh and point-to-multipoint two-way radio communication network design and architecture; and

3.4.7 Closed loop testing of devices.

3.5 System Operations Business Planning

3.5.1 Develop Life Cycle Cost Analysis regarding any new equipment added to the existing utility system including staffing increases, increased maintenance, replacement cost and materials; and

3.5.2 Develop spare equipment strategy and inventory support for any new equipment added to the existing utility.

3.6 Commissioning and Testing Support

3.6.1Testing Support

3.6.1.1 Develop test plans; and,

3.6.1.2 Review and approve test results.

3.6.2 Commissioning Services

3.6.2.1 Develop commissioning plans; and

3.6.2.2 Review and approve commissioning results.

3.6.3 Factory Acceptance/Witness Testing

3.6.3.1 Perform equipment factory inspections at 85% equipment manufacturing level to ensure supplier compliance with SVP specifications;

3.6.3.2 Perform equipment 100% level factory inspection; and

3.6.3.3 Perform factory acceptance testing.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The effective date of this Amendment No. 1 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

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CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Huyen Nguyen
97SAA530EE97459...
GLEN R. GOOGINS
City Attorney

Dated: 5/28/2026 | 10:52 AM PDT

Signed by:
Aracely Azevedo
B68E71ED957D4F6...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRIC POWER ENGINEERS, LLC
a Delaware Limited Liability Company

Dated: 4/29/2026

By (Signature): Signed by:
028134810D914F0...

Name: Hugo E. Mena, P.E.
Title: Chief Growth Officer
Principal Place of Business Address: 5301 Southwest Pkwy, Suite 150 Austin TX, 78738
Email Address: legal@epeconsulting.com
Telephone: (512) 382-6800

"CONTRACTOR"

Docusign Envelope ID: 61B8107E-EA52-4156-A782-D8FAB44A6178

EBIX Insurance No. S200001367

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FLYNN RESOURCE CONSULTANTS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Flynn Resource Consultants, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

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This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025, and terminate on November 30, 2030 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional years through November 30, 2031 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

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B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the

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benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to

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City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

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B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential

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Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed

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Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

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C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for

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any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees, subcontractors, affiliates, or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for

any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Flynn Resource
Attention: Doug Boccignone, President
5440 Edgeview Drive
Discovery Bay, CA 94505
and by e-mail at dougbocc@flynnrci.com

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The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

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23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Signed by:
Daniel Ballin
A8E3124B9FC8424B...
GLEN R. GOOGINS
City Attorney

Dated: 2/4/2026 | 1:08 PM PST
DocuSigned by:
Jovan D. Grogan
5EAB88DED6C348A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FLYNN RESOURCE CONSULTANTS, INC.
a California corporation

Dated: 12/16/2025
By (Signature): Douglas A. Boccignone
Name: Doug Boccignone
Title: President
Principal Place of Business Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Email Address: dougbocc@flynnrci.com
Telephone: (888) 634-7509
Doug Boccignone
"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. BACKGROUND

1.1 The City of Santa Clara's electric utility, Silicon Valley Power (SVP) is currently limited in the amount of additional electric load that can be supported by its existing distribution and transmission infrastructure.

1.2 As a result of growing electric demand, SVP requires increased support in the areas of transmission and distribution system analysis, transmission and/or distribution system planning, and interconnection analysis to examine potential system upgrades or rearrangements.

SECTION 2. GENERAL

2.1 Subject to Section 7, Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to perform engineering support services ("Services"). These services are limited to technical and support functions. Any work such as the preparation or approval of stamped plans, engineering designs performed under responsible charge, construction project management, land surveying, or other professional engineering services are outside the scope of this Agreement and are provided under separate agreements maintained by the City.

2.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2.3 Contractor will primarily perform Services in City of Santa Clara limits.

2.4 To the extent not inconsistent with this Agreement, the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

SECTION 3. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Transmission Planning for Real-Time Operations

3.1.1 Flow and contingency analysis, to maintain reliable operation. Contractor will provide requirements for clearance conditions and support the development and documentation of operating requirements and instructions in the outage plans and operating procedures.

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3.2 System Enhancement/Expansion Transmission Planning Services

3.2.1 Definition and documentation of system planning and operational criteria;

3.2.2 Review and performance of system planning studies including load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;

3.2.3 Identification of projects and alternatives necessary to meet required planning criteria;

3.2.4 Preliminary project development to define project scope, including permitting requirements, land requirements, and preliminary construction scope which may be used by a licensed engineer to complete the project design.

3.2.5 Estimating of design and construction cost estimates (level 4);

3.2.6 Schedule development;

3.2.7 Provide basis for updating the Load Development Fee;

3.2.8 Operations planning with both short-term and long-term horizons;

3.2.9 Prepare models for the California Independent System Operator (CAISO)

3.2.10 Transmission Planning submittals, and associated regulatory requirements for meeting Transmission Planning (TP) North American Electric Reliability Corporation (NERC) that meet TPL-001-5 requirements. https://www.nerc.com/pa/Stand/Reliability Standards/TPL-001-5.1.pdf

3.2.11 Complete affected system studies for customer interconnections.

SECTION 4. SPECIFIC REQUIREMENTS

4.1 Contractor shall be responsible for providing the following, as required for the Services:

4.1.1 Supervision and administrative support

4.1.2 Program and project management services

4.1.3 Scheduling and logistical planning

4.1.4 Subcontractor management

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SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

5.1.1.1 Description of the Services performed (e.g., project scheduling, testing, analysis)

5.1.1.2 Summary of existing conditions observed during performance of Services

5.1.1.3 Any information that may be requested by the City.

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

5.2.2 City may, at its sole discretion, require Contractor to provide status updates daily, weekly, or monthly at the direction of City.

5.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

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7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fails to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications:

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall

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be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the term of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

7.9 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Purchase Order, and the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated

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March 28, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, and (4) the City's RFP-23-24-73 (including subsequent updates) and (5) Contractor's proposal response dated March 28, 2024.

7.10 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 10. SAFETY

10.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

10.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

10.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

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10.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

10.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

10.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

10.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 12) and Contractor employees.

SECTION 11. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 12. CONTRACTOR PERSONNEL

12.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

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12.2 Staffing

12.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

12.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

12.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

12.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

12.3 Employee Training

12.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

12.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

12.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

12.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

12.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

12.4 Standards of Conduct

12.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

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12.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

12.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

12.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

12.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

12.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

12.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 13. E-BUILDER

13.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

13.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

13.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

13.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will

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not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

13.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

13.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

13.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

13.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Annual price adjustments will be based on the percentage change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), U.S. City Average, All Average, All Items, not seasonally adjusted, for the most recent 12-month period, as published by the Bureau of Labor Statistics (BLS). Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

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2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources.	No Markup

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	Reimbursable Expense Schedule	Mark Up
	Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates. Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

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SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

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4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

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APPENDIX B1 TO EXHIBIT B

RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Principal	$390
Managing Consultant	$370
Senior Consultant-Power Engineer	$360
Senior Consultant	$325
Consultant	$270
Associate Consultant	$245
Analyst	$180
Support Services	$100

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes

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and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

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3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EBIX Insurance No. S200004638

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND LEIDOS ENGINEERING, LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Leidos Engineering, LLC, a Delaware limited liability company. City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

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whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025, and terminate on November 30, 2030 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional years through November 30, 2031 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

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C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an

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involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials

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to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The

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Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the

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Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of

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which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other

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projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement

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that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees, subcontractors, affiliates, or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

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D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Leidos Engineering, LLC
Attention: Adam Fox, Engineering Director
1750 Presidents Street
Reston, VA 20190
and by e-mail at adam.e.fox@leidos.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

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18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

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23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Contractor or City be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:
Signed by:
Daniel Ballin
A8C7C22B2FC2404...
GLEN R. GOOGINS
City Attorney

Dated: 2/4/2026 | 1:05 PM PST
DocuSigned by:
Jovan D. Grogan
5EAB8DEB5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LEIDOS ENGINEERING, LLC
a Delaware limited liability company

Dated: December 19, 2025
By (Signature): Alex Kim
Name: Alex Kim
Title: Contracts Manager
Principal Place of Business Address: 1750 Presidents Street, Reston, VA 20190
Email Address: Alex.Kim@leidos.com
Telephone: (206) 695-4605

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. BACKGROUND

1.1 The City of Santa Clara's electric utility, Silicon Valley Power (SVP) is currently limited in the amount of additional electric load that can be supported by its existing distribution and transmission infrastructure.

1.2 As a result of growing electric demand, SVP requires increased support in the areas of transmission and distribution system analysis, transmission and/or distribution system planning, and interconnection analysis to examine potential system upgrades or rearrangements.

SECTION 2. GENERAL

2.1 Subject to Section 7, Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to perform engineering support services ("Services"). These services are limited to technical and support functions. Any work such as the preparation or approval of stamped plans, engineering designs performed under responsible charge, construction project management, land surveying, or other professional engineering services are outside the scope of this Agreement and are provided under separate agreements maintained by the City.

2.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2.3 Contractor will primarily perform Services in City of Santa Clara limits.

2.4 To the extent not inconsistent with this Agreement, the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

SECTION 3. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Transmission Planning for Real-Time Operations

3.1.1 Flow and contingency analysis, to maintain reliable operation. Contractor will provide requirements for clearance conditions and support the development and documentation of operating requirements and instructions in the outage plans and operating procedures.

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3.2 System Enhancement/Expansion Transmission Planning Services

3.2.1 Definition and documentation of system planning and operational criteria;

3.2.2 Review and performance of system planning studies including load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;

3.2.3 Identification of projects and alternatives necessary to meet required planning criteria;

3.2.4 Preliminary project development to define project scope, including permitting requirements, land requirements, and preliminary construction scope which may be used by a licensed engineer to complete the project design.

3.2.5 Estimating of design and construction cost estimates (level 4);

3.2.6 Schedule development;

3.2.7 Provide basis for updating the Load Development Fee;

3.2.8 Operations planning with both short-term and long-term horizons;

3.2.9 Prepare models for the California Independent System Operator (CAISO)

3.2.10 Transmission Planning submittals, and associated regulatory requirements for meeting Transmission Planning (TP) North American Electric Reliability Corporation (NERC) that meet TPL-001-5 requirements. https://www.nerc.com/pa/Stand/Reliability Standards/TPL-001-5.1.pdf

3.2.11 Complete affected system studies for customer interconnections.

3.3 Project Scheduler

3.3.1 Creation of a baseline schedule including design and construction in Primavera P6;

3.3.2 Monthly Primavera P6 schedule updates (.xer and PDF) and status report.

3.4 Communications Engineering (wide area network)

3.4.1 Fiber optic multiplexer replacement design and construction support, and project management;

3.4.2 Fiber optic multiplexer replacement field implementation support;

3.4.3 Support for testing and commissioning the new fiber optic multiplexer system platform;

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3.4.4 Support maintenance and management of a new fiber optic multiplexer system platform;

3.4.5 Wide Area Network (WAN) design standards development;

3.4.6 Mesh and point-to-multipoint two-way radio communication network design and architecture; and

3.4.7 Closed loop testing of devices.

3.5 System Operations Business Planning

3.5.1 Develop Life Cycle Cost Analysis regarding any new equipment added to the existing utility system including staffing increases, increased maintenance, replacement cost and materials; and

3.5.1 Develop spare equipment strategy and inventory support for any new equipment added to the existing utility.

3.6 Commissioning and Testing Support

3.6.1 Testing Support

3.6.1.1 Develop test plans; and,

3.6.1.2 Review and approve test results.

3.6.2 Commissioning Services

3.6.2.1 Develop commissioning plans; and

3.6.2.2 Review and approve commissioning results.

3.6.3 Factory Acceptance/Witness Testing

3.6.3.1 Perform equipment factory inspections at 85% equipment manufacturing level to ensure supplier compliance with SVP specifications;

3.6.3.2 Perform equipment 100% level factory inspection; and

3.6.3.3 Perform factory acceptance testing.

SECTION 4. SPECIFIC REQUIREMENTS

4.1 Contractor shall be responsible for providing the following, as required for the Services:

4.1.1 Supervision and administrative support

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4.1.2 Program and project management services

4.1.3 Scheduling and logistical planning

4.1.4 Subcontractor management

SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

5.1.1.1 Description of the Services performed (e.g., project scheduling, testing, analysis)

5.1.1.2 Summary of existing conditions observed during performance of Services

5.1.1.3 Any information that may be requested by the City.

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

5.2.2 City may, at its sole discretion, require Contractor to provide status updates daily, weekly, or monthly at the direction of City.

5.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This

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Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fails to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications:

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

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7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the term of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

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7.9 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Purchase Order, and the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, and (4) the City's RFP-23-24-73 (including subsequent updates) and (5) Contractor's proposal response dated March 28, 2024.

7.10 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 10. SAFETY

10.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

10.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

10.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job

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assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

10.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

10.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

10.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

10.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 12) and Contractor employees.

SECTION 11. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 12. CONTRACTOR PERSONNEL

12.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

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12.2 Staffing

12.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

12.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

12.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

12.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

12.3 Employee Training

12.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

12.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

12.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

12.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

12.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

12.4 Standards of Conduct

12.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

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12.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

12.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

12.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

12.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

12.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

12.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 13. E-BUILDER

13.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

13.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

13.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

13.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder

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system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

13.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

13.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

13.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

13.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

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of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

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	Reimbursable Expense Schedule	Mark Up
	Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

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SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

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4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment within thirty (30) days of City's receipt of an approved invoice.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

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APPENDIX B1 TO EXHIBIT B

RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Project Manager 1	$130
Project Manager 2	$161
Project Manager 3	$188
Project Manager	$237
Project Analyst / Scheduler	$121
Project Scheduler II	$153
Engineering Technician I	$85
Engineering Technician II	$98
Engineering Technician III	$125
Engineer 1	$105
Engineer 2	$125
Engineer 3	$152
Project Engineer 1	$130
Project Engineer 2	$160
Project Engineer 3	$190
Principal Engineer	$237
CAD Technician I	$75
CAD Technician II	$82
CAD Technician III	$85
CAD Lead	$95
Administrative Support	$71.25

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes

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and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

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3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EBIX Insurance No. S200005047

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND POWER-TECH ENGINEERS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Power-Tech Engineers, Inc. a Nevada corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

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This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on December 1, 2025, and terminate on November 30, 2030 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to one (1) additional years through November 30, 2031 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

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B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Contractor to perform any of Contractor's duties or obligations or the breach by Contractor of any of the terms and conditions set forth in this Agreement. In addition, Contractor shall be deemed to be in Default upon Contractor (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the

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benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder. In the event of any Default by Contractor, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Contractor shall have no further rights hereunder

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to

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City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing, and Contractor proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

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B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential

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Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed

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Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Contractor, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's sole cost and expense, provide such documents and material to City upon written request.

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C. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Contractor for the purpose of verifying any and all Contractor invoices and charges.

B. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Contractor's accounting procedures and internal controls of Contractor's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Contractor fails to provide supporting documentation satisfactory to City for costs charged, then Contractor agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Contractor agrees to fully cooperate with any such audit(s).

D. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for

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any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Contractor to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Contractor.

E. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees, subcontractors, affiliates, or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for

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any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Power-Tech Engineers, Inc.
Attention: Victor M. Rojas, P.E.
355 S. Lemon Ave., Suite A
Walnut, CA 91789
and by e-mail at vrojas@ptei.net

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

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18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

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23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
A8C292AB7C8144E...
GLEN R. GOOGINS
City Attorney

Dated: 2/4/2026 | 12:58 PM PST

DocuSigned by:
Jovan D. Grogan
9EA08A1ED5C3434...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

POWER-TECH ENGINEERS, INC.

Dated: 12/9/25

By (Signature): _____

Name: Victor M. Rojas, P.E.

Title: President/Lead Engineer

Principal Place of Business Address: 355 S. Lemon Ave., Suite A, Walnut, CA 91789

Email Address: vrojas@ptei.net

Telephone: (909) 595-5314 ext. 102

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. BACKGROUND

1.1 The City of Santa Clara's electric utility, Silicon Valley Power (SVP) is currently limited in the amount of additional electric load that can be supported by its existing distribution and transmission infrastructure.

1.2 As a result of growing electric demand, SVP requires increased support in the areas of transmission and distribution system analysis, transmission and/or distribution system planning, and interconnection analysis to examine potential system upgrades or rearrangements.

SECTION 2. GENERAL

2.1 Subject to Section 7, Contractor shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to perform engineering support services ("Services"). These services are limited to technical and support functions. Any work such as the preparation or approval of stamped plans, engineering designs performed under responsible charge, construction project management, land surveying, or other professional engineering services are outside the scope of this Agreement and are provided under separate agreements maintained by the City.

2.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

2.3 Contractor will primarily perform Services in City of Santa Clara limits.

2.4 To the extent not inconsistent with this Agreement, the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

SECTION 3. SERVICES TO BE PERFORMED

Contractor will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 7.

3.1 Transmission Planning for Real-Time Operations

3.1.1 Flow and contingency analysis, to maintain reliable operation. Contractor will provide requirements for clearance conditions and support the development and documentation of operating requirements and instructions in the outage plans and operating procedures.

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3.2 System Enhancement/Expansion Transmission Planning Services

3.2.1 Definition and documentation of system planning and operational criteria;

3.2.2 Review and performance of system planning studies including load flows, short circuit studies, voltage and stability analysis, and reactive power requirements;

3.2.3 Identification of projects and alternatives necessary to meet required planning criteria;

3.2.4 Preliminary project development to define project scope, including permitting requirements, land requirements, and preliminary construction scope which may be used by a licensed engineer to complete the project design.

3.2.5 Estimating of design and construction cost estimates (level 4);

3.2.6 Schedule development;

3.2.7 Provide basis for updating the Load Development Fee;

3.2.8 Operations planning with both short-term and long-term horizons;

3.2.9 Prepare models for the California Independent System Operator (CAISO)

3.2.10 Transmission Planning submittals, and associated regulatory requirements for meeting Transmission Planning (TP) North American Electric Reliability Corporation (NERC) that meet TPL-001-5 requirements. https://www.nerc.com/pa/Stand/Reliability Standards/TPL-001-5.1.pdf

3.2.11 Complete affected system studies for customer interconnections.

3.3 Project Scheduler

3.3.1 Creation of a baseline schedule including design and construction in Primavera P6;

3.3.2 Monthly Primavera P6 schedule updates (.xer and PDF) and status report.

3.4 Communications Engineering (wide area network)

3.4.1 Fiber optic multiplexer replacement design and construction support, and project management;

3.4.2 Fiber optic multiplexer replacement field implementation support;

3.4.3 Support for testing and commissioning the new fiber optic multiplexer system platform;

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3.4.4 Support maintenance and management of a new fiber optic multiplexer system platform;

3.4.5 Wide Area Network (WAN) design standards development;

3.4.6 Mesh and point-to-multipoint two-way radio communication network design and architecture; and

3.4.7 Closed loop testing of devices.

3.5 System Operations Business Planning

3.5.1 Develop Life Cycle Cost Analysis regarding any new equipment added to the existing utility system including staffing increases, increased maintenance, replacement cost and materials; and

3.5.2 Develop spare equipment strategy and inventory support for any new equipment added to the existing utility.

3.6 Commissioning and Testing Support

3.6.1 Testing Support

3.6.1.1 Develop test plans; and,

3.6.1.2 Review and approve test results.

3.6.2 Commissioning Services

3.6.2.1 Develop commissioning plans; and

3.6.2.2 Review and approve commissioning results.

3.6.3 Factory Acceptance/Witness Testing

3.6.3.1 Perform equipment factory inspections at 85% equipment manufacturing level to ensure supplier compliance with SVP specifications;

3.6.3.2 Perform equipment 100% level factory inspection; and

3.6.3.3 Perform factory acceptance testing.

SECTION 4. SPECIFIC REQUIREMENTS

4.1 Contractor shall be responsible for providing the following, as required for the Services:

4.1.1 Supervision and administrative support

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4.1.2 Program and project management services

4.1.3 Scheduling and logistical planning

4.1.4 Subcontractor management

SECTION 5. REPORTS

5.1 Service Reports

5.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

5.1.1.1 Description of the Services performed (e.g., project scheduling, testing, analysis)

5.1.1.2 Summary of existing conditions observed during performance of Services

5.1.1.3 Any information that may be requested by the City.

5.2 Status Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

5.2.2 City may, at its sole discretion, require Contractor to provide status updates daily, weekly, or monthly at the direction of City.

5.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This

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Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fails to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications:

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit

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justification demonstrating that changes in cost are associated with changes in scope.

7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the term of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

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7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

7.9 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, Purchase Order, and the City's RFP-23-24-73 (including subsequent updates) and Contractor's proposal response dated March 28, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, and (4) the City's RFP-23-24-73 (including subsequent updates) and (5) Contractor's proposal response dated March 28, 2024.

7.10 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

SECTION 10. SAFETY

10.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

10.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

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10.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

10.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

10.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

10.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

10.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 12) and Contractor employees.

SECTION 11. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 12. CONTRACTOR PERSONNEL

12.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to

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communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

12.2 Staffing

12.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

12.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

12.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

12.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

12.3 Employee Training

12.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

12.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

12.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

12.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

12.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

12.4 Standards of Conduct

12.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring

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standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

12.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

12.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

12.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

12.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

12.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

12.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 13. E-BUILDER

13.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

13.2 Access to e-Builder. The City will establish the Contractor's access to e-Builder by providing licenses to Contractor's personnel at City's cost. The Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Contractor at any time.

13.3 E-builder Training. Contractor is required to obtain all necessary training to use the e-builder software. Contractor must participate in at least one classroom training or a web-based seminar as determined by City.

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13.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Contractor's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Contractor's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

13.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Contractor will be jointly owned. Contractor is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Contractor to submit documents in hard copy format, or both electronic and hard copy format.

13.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

13.8 Archive Copies. When requested by City, Contractor shall keep an archive copy of all digital data created by Contractor, or submitted to Contractor via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

13.9 Should the City replace e-Builder with a different project management tool, Contractor, and subcontractors shall be required to use the new project management tool selected by the City.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

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of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	No Markup
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile. for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

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	Reimbursable Expense Schedule	Mark Up
	Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

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SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

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4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

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APPENDIX B1 TO EXHIBIT B

RATE SCHEDULE

Labor Classification	Fully Burdened Hourly Rate	Billing Notes

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes

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and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

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3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EBIX Insurance No. S200004639

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services covered by this Agreement shall satisfy the standard of care set forth in Section 5. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services, City may make corrections or replace Services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the material breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

AECOM Technical Services, Inc.
Attention: Bob Turley
4 N. Second Street, Suite 675
San Jose, CA 95133
and by e-mail at bob.turley@aecom.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

AECOM TECHNICAL SERVICES, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: Robert (Bob) Turley
Title: Vice President

Principal Place of Business Address:	4 N. Second St., Suite 675 San Jose, CA 95133
Email Address:	Bob.turley@aecom.com
Telephone:	(925) 989-9797

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☒Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Testing and Commissioning

2.1.2.1 Environmental permitting and regulatory compliance, including preparation and filing of Federal Aviation Administration (FAA) notices. Services include preparation of Storm Water Pollution Prevention Plans, engineering documents to support SVP's environmental requirements, and coordination with the environmental consultant to ensure compliance with California Environmental Quality Act (CEQA), including reviews and permit applications.

2.1.2.2 Right of way easement acquisition and encroachment permitting services including providing comments and revisions made during the encroachment permit or easement review process; researching permit requirements; obtaining required permits;

preparing submittals and supporting documentation to permitting agencies including project descriptions, plans, and permit package applications; responding to all questions and comments from permitting agencies; revising drawings and documents as necessary; supporting preparation of Reports to Council regarding authorization for negotiation, eminent domain actions, easement acceptance; preparing legal descriptions; preparing, creating, and mailing Notice of Intent to Apprise letters, offer letters, and Notice for Resolution of Necessity; obtaining and reviewing title reports; performing easement acquisition negotiations with property owners on behalf of SVP; preparing Purchase and Sale Agreements (PSA) using templates from SVP; assisting with escrow process for final acquisition; and assist with any condemnation proceedings.

2.1.2.3 Material procurement support SVP, including providing bill of materials, technical specifications, and load tree drawings and reviewing and approving vendor material specifications; responding to vendors' Requests for Information (RFIs); and conducting technical reviews of vendor materials and equipment specifications. All procurement specifications are to include rigging of equipment into place and acceptance testing.

2.1.2.4 Construction bidding support including preparing and submitting plans, specifications, and the 100% design submittal package; preparing construction cost estimate and project schedule; responding to bidder's requests for information; informing plan holders of significant responses to RFI's; preparing addenda; evaluating bids; preparing recommendation letter to award contract; and preparing a conformed set of documents that incorporate all addenda.

2.1.2.5 Engineering construction support including preparing for kickoff meeting; reviewing and commenting on submittals for equipment and materials procured by the construction contractor and manufacturers; attending meetings; addressing means and methods to ensure feasibility; managing field design changes; reviewing and responding to submittals; providing revised drawings; coordinating with relevant parties; and providing engineering assistance during testing and commissioning activities.

2.1.2.6 Construction management including acting as the Owner's Engineer to the primary construction contractor and commissioning and testing contractors; monitoring daily activities; confirming compliance with Engineer of Record (EOR) design, drawings, and specifications; coordinating planned

outages; observing construction activities; coordinating materials testing; ensuring all test results are properly recorded; completing daily reports; attending weekly meetings; providing recommendations to SVP and construction contractor; reviewing work progress; inspecting completed work for acceptance; reviewing as-builts and monthly invoices; managing commissioning and testing activities; conducting final site walk; and developing and managing punch list items.

2.1.2.7 Final testing and commissioning support may include providing full-time on-site support; verifying that all apparatuses and equipment conform to the issued specifications and drawings; ensuring completion of all FAT and SAT punch lists items; verifying full system integration and operation of all communication devices; and confirming that the system is ready for safe energization.

2.1.2.8 Record (as-built) drawings and project closeout services include attending the final walkthrough to provide input to the final "punch list" and help determine if the work is ready for City acceptance; providing a written recommendation regarding project completion; preparing and submitting, at final completion, two (2) sets of reproducible record drawings and all X-ref files "bound" that reflect the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, SVP, and other consultants; ensuring record drawings are not produced prior to in-field verification of all changes and as built conditions; ensuring that all additional sheets are properly numbered and referenced on affected drawings and included in the drawing sheet index; and providing a complete set of issued for record drawings in native and PDF format.

2.1.3 ☒ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.3.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.3.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.3.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.3.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.3.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.3.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.3.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.3.8 Preparation of all support discipline engineering calculations.

2.1.3.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.3.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.3.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.3.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.3.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and testing contractor, as needed, during commissioning and energization activities.

2.1.3.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.3.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.3.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.3.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in

CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☐System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☐Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic

control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the

performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to

perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant’s sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant’s training program shall follow Consultant’s standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP’s operating standards. Where applicable, all employees are required to watch SVP’s safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-

Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or

resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed until October 1, 2026 and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After October 1, 2026, rate adjustments may be negotiated no more than once annually and shall be a 3% increase. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	5%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment and shall pay Consultant in full for the invoice amount within thirty (30) days of invoice approval by City.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Admin/Project Assistant	$126.86
Contract Manager	$271.62
Principal	$354.32
Principal Engineer	$296.59
Program Manager	$343.66
Project Engineer	$225.95
Project Professional I	$127.82
Project Professional II	$141.75
Designer	$125.18
Senior Engineer	$260.57
Senior Professional I	$158.14
Senior Professional II	$172.30
Senior Professional III	$192.32
Senior Professional IV	$219.08
Senior Professional V	$244.54
Senior Project Analyst	$210.36
Senior Project Manager	$327.03
Staff Professional I	$106.25
Staff Professional II	$122.74
Staff Professional III	$175.69
Project Manager I	$212.65
Project Manager II	$228.54
Project Manager III	$251.31
Consultant II	$151.08
Project Analyst	$122.12
Project Controls Technician III	$163.87
Project Coordinator	$110.39
Staff Technician	$84.51
Construction Project Manager	$206.81
Senior Admin	$163.87
Senior Designer	$220.35
Senior Technician	$152.12
Engineer I	$129.58

Engineer II	$140.22
Engineer III	$170.01
Engineer IV	$203.80

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies, except for Worker's Compensation and Professional Liability, shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit

is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must be declared to the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material

noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal

financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200000550

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AURIGA CORPORATION

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Auriga Corporation, a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 2, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Auriga Corporation
Attention: Parkash Daryani
890 Hillview Court, Suite 130
Milpitas, CA 95035
and by e-mail at pdaryani@aurigacorp.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

AURIGA CORPORATION
a California corporation

Dated: _____
By (Signature): _____
Name: Parkash Daryani
Title: President

Principal Place of Business Address:	890 Hillview Ct Milpitas, CA 95035
Email Address:	pdaryani@aurigacorp.com
Telephone:	(408) 946-5400

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☒Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Testing and Commissioning

2.1.2.1 Environmental permitting and regulatory compliance, including preparation and filing of Federal Aviation Administration (FAA) notices. Services include preparation of Storm Water Pollution Prevention Plans, engineering documents to support SVP's environmental requirements, and coordination with the environmental consultant to ensure compliance with California Environmental Quality Act (CEQA), including reviews and permit applications.

2.1.2.2 Right of way easement acquisition and encroachment permitting services including providing comments and revisions made during the encroachment permit or easement review process; researching permit requirements; obtaining required permits;

preparing submittals and supporting documentation to permitting agencies including project descriptions, plans, and permit package applications; responding to all questions and comments from permitting agencies; revising drawings and documents as necessary; supporting preparation of Reports to Council regarding authorization for negotiation, eminent domain actions, easement acceptance; preparing legal descriptions; preparing, creating, and mailing Notice of Intent to Apprise letters, offer letters, and Notice for Resolution of Necessity; obtaining and reviewing title reports; performing easement acquisition negotiations with property owners on behalf of SVP; preparing Purchase and Sale Agreements (PSA) using templates from SVP; assisting with escrow process for final acquisition; and assist with any condemnation proceedings.

2.1.2.3 Material procurement support SVP, including providing bill of materials, technical specifications, and load tree drawings and reviewing and approving vendor material specifications; responding to vendors' Requests for Information (RFIs); and conducting technical reviews of vendor materials and equipment specifications. All procurement specifications are to include rigging of equipment into place and acceptance testing.

2.1.2.4 Construction bidding support including preparing and submitting plans, specifications, and the 100% design submittal package; preparing construction cost estimate and project schedule; responding to bidder's requests for information; informing plan holders of significant responses to RFI's; preparing addenda; evaluating bids; preparing recommendation letter to award contract; and preparing a conformed set of documents that incorporate all addenda.

2.1.2.5 Engineering construction support including preparing for kickoff meeting; reviewing and commenting on submittals for equipment and materials procured by the construction contractor and manufacturers; attending meetings; addressing means and methods to ensure feasibility; managing field design changes; reviewing and responding to submittals; providing revised drawings; coordinating with relevant parties; and providing engineering assistance during testing and commissioning activities.

2.1.2.6 Construction management including acting as the Owner's Engineer to the primary construction contractor and commissioning and testing contractors; monitoring daily activities; confirming compliance with Engineer of Record (EOR) design, drawings, and specifications; coordinating planned

outages; observing construction activities; coordinating materials testing; ensuring all test results are properly recorded; completing daily reports; attending weekly meetings; providing recommendations to SVP and construction contractor; reviewing work progress; inspecting completed work for acceptance; reviewing as-builts and monthly invoices; managing commissioning and testing activities; conducting final site walk; and developing and managing punch list items.

2.1.2.7 Final testing and commissioning support may include providing full-time on-site support; verifying that all apparatuses and equipment conform to the issued specifications and drawings; ensuring completion of all FAT and SAT punch lists items; verifying full system integration and operation of all communication devices; and confirming that the system is ready for safe energization.

2.1.2.8 Record (as-built) drawings and project closeout services include attending the final walkthrough to provide input to the final "punch list" and help determine if the work is ready for City acceptance; providing a written recommendation regarding project completion; preparing and submitting, at final completion, two (2) sets of reproducible record drawings and all X-ref files "bound" that reflect the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, SVP, and other consultants; ensuring record drawings are not produced prior to in-field verification of all changes and as built conditions; ensuring that all additional sheets are properly numbered and referenced on affected drawings and included in the drawing sheet index; and providing a complete set of issued for record drawings in native and PDF format.

2.1.3 ☒ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.3.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.3.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.3.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.3.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.3.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.3.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.3.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.3.8 Preparation of all support discipline engineering calculations.

2.1.3.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.3.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.3.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.3.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.3.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and testing contractor, as needed, during commissioning and energization activities.

2.1.3.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.3.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.3.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.3.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in

CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 20204.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic

control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the

performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to

perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant’s sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant’s training program shall follow Consultant’s standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP’s operating standards. Where applicable, all employees are required to watch SVP’s safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-

Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or

resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10_%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Auriga Corporation	Principal Incharge	$304.30
	Project Manager	$213.00
	Transmission Design Services Lead	$316.48
	Substation Design Protection and Control Lead	$253.18
	Standards and Equipment Rating Lead	$189.89
	Construction Management and Inspection	$151.91
	Distribution Engineering System Support Lead	$194.75
	Interconnection Studies Lead	$379.77
	System Modeling Lead	$213.00
	Senior Electrical Engineer	$189.89
	Senior Electrical Engineer	$182.57
	Electrical Engineer I	$126.59
	Electrical Engineer II	$146.06
	Project Coordinator	$119.27
	Field Engineer I	$189.89
	Field Engineer II	$164.57
	Autocad Designer	$94.94
	Document Control Services	$113.93
WMH Corporation	Principal	$360.37
	Senior Project Manager	$336.35
	Project Manager	$330.34
	Electric-Solar	$330.34
	Senior Electrical Engineer	$300.31
	Senior Project Manger	$345.36
	Senior Project Engineer	$336.35
	Senior Consultant	$330.34
	Project Engineer	$276.29
	Project Controls Manager	$249.26
	Senior Transportation Planner	$201.21

	Senior Staff Engineer	$186.19
	Graphics Support	$186.19
	Staff Engineer	$165.17
	Senior Technician / Senior CADD	$150.16
	Project Controls Specialist	$144.15
	Senior Admin Support	$120.12
	Technician / Drafter	$120.12
	Admin Support	$105.11
	Transportation Intern	$84.09
ENGEO Incorporated	Principal Engineer / Geologist	$495.87
	Associate Engineer / Geologist	$293.83
	Senior Engineer / Geologist / Environmental Scientist	$238.75
	Project Engineer / Geologist	$192.83
	Staff Engineer / Geologist / Environmental Scientist	$167.13
	Assistant Engineer	$84.04
	GIS Developer	$220.38
	GIS Analyst	$156.12
	Sr. CAD Specialist	$203.87
	CAD Specialist	$128.54
	Project Assistant	$231.42
	Construction Services Manager II	$225.38
	Construction Service Manager I	$180.00
	Sr. Field Representative II	$229.58
	Sr. Field Representative I	$223.47
	Field Representative	$173.05
	Sr. Laboratory Technician	$214.88
	Laboratory Technician	$168.08
Kinetrics AES, Inc.	Principal Electrical Engineer	$249.23
	Senior Engineer	$130.25
	Technologist	$100.63

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to

the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at

least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200002666

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BKF ENGINEERS

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and BKF Engineers, a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law and to the extent not prohibited by California Civil Code §2782.8, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant represents that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

BKF Engineers
Attention: Patrick Chan, PE, LEED AP
1730 North First Street, Suite 600
San Jose, CA 95112
and by e-mail at pchan@bkf.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BKF ENGINEERS
a California corporation

Dated: _____
By (Signature): _____
Name: Patrick Chan, PE, LEED AP
Title: Principal

Principal Place of Business Address:	1730 North First Street, Suite 600 San Jose, CA 95112
Email Address:	pchan@bkf.com
Telephone:	(408) 467-9188

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Testing and Commissioning

2.1.2.1 Environmental permitting and regulatory compliance, including preparation and filing of Federal Aviation Administration (FAA) notices. Services include preparation of Storm Water Pollution Prevention Plans, engineering documents to support SVP's environmental requirements, and coordination with the environmental consultant to ensure compliance with California Environmental Quality Act (CEQA), including reviews and permit applications.

2.1.2.2 Right of way easement acquisition and encroachment permitting services including providing comments and revisions made during the encroachment permit or easement review process; researching permit requirements; obtaining required permits;

preparing submittals and supporting documentation to permitting agencies including project descriptions, plans, and permit package applications; responding to all questions and comments from permitting agencies; revising drawings and documents as necessary; supporting preparation of Reports to Council regarding authorization for negotiation, eminent domain actions, easement acceptance; preparing legal descriptions; preparing, creating, and mailing Notice of Intent to Apprise letters, offer letters, and Notice for Resolution of Necessity; obtaining and reviewing title reports; performing easement acquisition negotiations with property owners on behalf of SVP; preparing Purchase and Sale Agreements (PSA) using templates from SVP; assisting with escrow process for final acquisition; and assist with any condemnation proceedings.

2.1.2.3 Material procurement support SVP, including providing bill of materials, technical specifications, and load tree drawings and reviewing and approving vendor material specifications; responding to vendors' Requests for Information (RFIs); and conducting technical reviews of vendor materials and equipment specifications. All procurement specifications are to include rigging of equipment into place and acceptance testing.

2.1.2.4 Construction bidding support including preparing and submitting plans, specifications, and the 100% design submittal package; preparing construction cost estimate and project schedule; responding to bidder's requests for information; informing plan holders of significant responses to RFI's; preparing addenda; evaluating bids; preparing recommendation letter to award contract; and preparing a conformed set of documents that incorporate all addenda.

2.1.2.5 Engineering construction support including preparing for kickoff meeting; reviewing and commenting on submittals for equipment and materials procured by the construction contractor and manufacturers; attending meetings; addressing means and methods to ensure feasibility; managing field design changes; reviewing and responding to submittals; providing revised drawings; coordinating with relevant parties; and providing engineering assistance during testing and commissioning activities.

2.1.2.6 Construction management including acting as the Owner's Engineer to the primary construction contractor and commissioning and testing contractors; monitoring daily activities; confirming compliance with Engineer of Record (EOR) design, drawings, and specifications; coordinating planned

outages; observing construction activities; coordinating materials testing; ensuring all test results are properly recorded; completing daily reports; attending weekly meetings; providing recommendations to SVP and construction contractor; reviewing work progress; inspecting completed work for acceptance; reviewing as-builts and monthly invoices; managing commissioning and testing activities; conducting final site walk; and developing and managing punch list items.

2.1.2.7 Final testing and commissioning support may include providing full-time on-site support; verifying that all apparatuses and equipment conform to the issued specifications and drawings; ensuring completion of all FAT and SAT punch lists items; verifying full system integration and operation of all communication devices; and confirming that the system is ready for safe energization.

2.1.2.8 Record (as-built) drawings and project closeout services include attending the final walkthrough to provide input to the final "punch list" and help determine if the work is ready for City acceptance; providing a written recommendation regarding project completion; preparing and submitting, at final completion, two (2) sets of reproducible record drawings and all X-ref files "bound" that reflect the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, SVP, and other consultants; ensuring record drawings are not produced prior to in-field verification of all changes and as built conditions; ensuring that all additional sheets are properly numbered and referenced on affected drawings and included in the drawing sheet index; and providing a complete set of issued for record drawings in native and PDF format.

2.1.3 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.3.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.3.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.3.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.3.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.3.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.3.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.3.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.3.8 Preparation of all support discipline engineering calculations.

2.1.3.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.3.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.3.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.3.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.3.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and testing contractor, as needed, during commissioning and energization activities.

2.1.3.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.3.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.3.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.3.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☐Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in

CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☐Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☐Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☐System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☐Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☐Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☐Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☐Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic

control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the

performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to

perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant’s sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant’s training program shall follow Consultant’s standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP’s operating standards. Where applicable, all employees are required to watch SVP’s safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-

Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or

resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed _%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
BKF Engineers	Principal In Charge	$506.30
	Senior Associate Principal / Senior Project Executive	$380.48
	Associate Principal / Project Executive	$345.83
	Project Engineer / Geologist	$166.13
	Senior Project Manager	$314.33
	Project Manager	$285.80
	Engineering Manager	$259.86
	Senior Project Engineer	$236.17
	Project Engineer	$214.78
	Design Engineer	$161.33
	Senior Project Surveyor	$236.17
	Project Surveyor	$195.29
	Staff Surveyor	$146.72
	Surveying Manager	$259.86
	Survey Party Chief	$207.63
	Survey Chainperson	$173.05
ENGO Incorporated	Principal / Geologist	$495.87
	Associate Engineer / Geologist	$293.83
	Senior Engineer / Geologist / Environmental Scientist	$238.75
	Project Engineer / Geologist	$192.83
	Staff Engineer / Geologist / Environmental Scientist	$167.13
	Assistant Engineer	$84.04
	GIS Developer	$220.38
	GIS Specialist	$156.12
	Sr. CAD Specialist	$203.87
	CAD Specialist	$128.54
	Project Assistant	$231.42

	Construction Services Manager II	$225.38
	Construction Services Manager I	$180.00
	Sr. Field Representative II	$229.58
	Sr. Field Representative I	$223.47
	Field Representative	$173.05
	Sr. Laboratory Technician	$214.88
	Laboratory Technician	$168.08
Structural Engineers Incorporated	Principal	$290.00
	Registered Structural Engineer	$240.00
	Registered Civil Engineer	$230.00
	Project Manager	$230.00
	Project Engineer	$180.00
	CAD Operator	$210.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage

specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars

($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation. In the event of non- renewal, written

notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less

than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200001751

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ELECTRICAL CONSULTANTS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Electrical Consultants, Inc., a Montana corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the

Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety; and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for

fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. Effect of Termination; Payment. In the event of termination under Sections 7.A or 7.B., Consultant shall have no further rights hereunder, except that, subject to Exhibit B (Schedule of Fees and Payment Provisions), City shall pay Consultant for: (i) Services duly authorized and satisfactorily performed up to the effective date of termination; and (ii) reimbursable expenses actually and reasonably incurred and in compliance Section 3 of Exhibit B prior to the effective date of termination. For any fixed-price Services or milestones, payment for partially completed deliverables shall be made on a pro rata basis based on the percentage of completion as reasonably determined by City. City may set off against any such amounts any damages, costs, or expenses incurred by City as a result of Consultant's Default.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its

employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the

Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of

this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach

of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the

exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall

be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other

similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

E. Neither Party shall be liable to the other for any lost profits or any indirect, special, incidental, punitive, or consequential loss or damage of any kind arising in connection with the agreement, even if the Party has been advised or should be aware of the possibility of such damages. Nothing in the Agreement limits or excludes either Party's liability for loss or damage resulting from death or personal injury caused by its gross negligence, or any fraud or fraudulent misrepresentation.

F. The total aggregate liability of Consultant to City, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise, shall be limited to ten million dollars ($10,000,000) or the actual paid compensation set forth in section 6 as may be amended from time to time, up to a maximum of fifteen million dollars ($15,000,000), whichever is greater. Notwithstanding the foregoing, the foregoing liability limitation shall not apply in cases of Employment-Related Claims, personal injury to a third party or damage to property of a third party.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Consultant addressed as follows:

Electrical Consultants, Inc.
Attention: Dave Maehl, Executive Vice President – Power Supply
3521 Gabel Road
Billings, MT 59102
and by e-mail at dave.maehl@eciusa.com

With a copy to:
Electrical Consultants, Inc.
Attention: Chief Legal Officer
3521 Gabel Road
Billings, MT 59102
and by e-mail at kevin.freeman@eciusa.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ELECTRICAL CONSULTANTS, INC.
a Montana corporation

Dated: _____
By (Signature): _____
Name: Dave Maehl
Title: Vice President – Power Supply

Principal Place of Business Address:	3521 Gabel Road Billings, MT 59102
Email Address:	Dave.maehl@eciusa.com
Telephone:	(406) 259-9933

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☒Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Testing and Commissioning

2.1.2.1 Environmental permitting and regulatory compliance, including preparation and filing of Federal Aviation Administration (FAA) notices. Services include preparation of Storm Water Pollution Prevention Plans, engineering documents to support SVP's environmental requirements, and coordination with the environmental consultant to ensure compliance with California Environmental Quality Act (CEQA), including reviews and permit applications.

2.1.2.2 Right of way easement acquisition and encroachment permitting services including providing comments and revisions made during the encroachment permit or easement review process; researching permit requirements; obtaining required permits;

preparing submittals and supporting documentation to permitting agencies including project descriptions, plans, and permit package applications; responding to all questions and comments from permitting agencies; revising drawings and documents as necessary; supporting preparation of Reports to Council regarding authorization for negotiation, eminent domain actions, easement acceptance; preparing legal descriptions; preparing, creating, and mailing Notice of Intent to Apprise letters, offer letters, and Notice for Resolution of Necessity; obtaining and reviewing title reports; performing easement acquisition negotiations with property owners on behalf of SVP; preparing Purchase and Sale Agreements (PSA) using templates from SVP; assisting with escrow process for final acquisition; and assist with any condemnation proceedings.

2.1.2.3 Material procurement support SVP, including providing bill of materials, technical specifications, and load tree drawings and reviewing and approving vendor material specifications; responding to vendors' Requests for Information (RFIs); and conducting technical reviews of vendor materials and equipment specifications. All procurement specifications are to include rigging of equipment into place and acceptance testing.

2.1.2.4 Construction bidding support including preparing and submitting plans, specifications, and the 100% design submittal package; preparing construction cost estimate and project schedule; responding to bidder's requests for information; informing plan holders of significant responses to RFI's; preparing addenda; evaluating bids; preparing recommendation letter to award contract; and preparing a conformed set of documents that incorporate all addenda.

2.1.2.5 Engineering construction support including preparing for kickoff meeting; reviewing and commenting on submittals for equipment and materials procured by the construction contractor and manufacturers; attending meetings; addressing means and methods to ensure feasibility; managing field design changes; reviewing and responding to submittals; providing revised drawings; coordinating with relevant parties; and providing engineering assistance during testing and commissioning activities.

2.1.2.6 Construction management including acting as the Owner's Engineer to the primary construction contractor and commissioning and testing contractors; monitoring daily activities; confirming compliance with Engineer of Record (EOR) design, drawings, and specifications; coordinating planned

outages; observing construction activities; coordinating materials testing; ensuring all test results are properly recorded; completing daily reports; attending weekly meetings; providing recommendations to SVP and construction contractor; reviewing work progress; inspecting completed work for acceptance; reviewing as-builts and monthly invoices; managing commissioning and testing activities; conducting final site walk; and developing and managing punch list items.

2.1.2.7 Final testing and commissioning support may include providing full-time on-site support; verifying that all apparatuses and equipment conform to the issued specifications and drawings; ensuring completion of all FAT and SAT punch lists items; verifying full system integration and operation of all communication devices; and confirming that the system is ready for safe energization.

2.1.2.8 Record (as-built) drawings and project closeout services include attending the final walkthrough to provide input to the final "punch list" and help determine if the work is ready for City acceptance; providing a written recommendation regarding project completion; preparing and submitting, at final completion, two (2) sets of reproducible record drawings and all X-ref files "bound" that reflect the changes to the work during construction based upon marked-up prints, drawings, and other data furnished by the construction contractor, SVP, and other consultants; ensuring record drawings are not produced prior to in-field verification of all changes and as built conditions; ensuring that all additional sheets are properly numbered and referenced on affected drawings and included in the drawing sheet index; and providing a complete set of issued for record drawings in native and PDF format.

2.1.3 ☒ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.3.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.3.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.3.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.3.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.3.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.3.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.3.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.3.8 Preparation of all support discipline engineering calculations.

2.1.3.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.3.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.3.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.3.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.3.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and testing contractor, as needed, during commissioning and energization activities.

2.1.3.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.3.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.3.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.3.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in

CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic

control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the

performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to

perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant’s sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant’s training program shall follow Consultant’s standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP’s operating standards. Where applicable, all employees are required to watch SVP’s safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-

Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or

resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least sixty (60) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

	Reimbursable Expense Schedule	Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. Housing Allowance in Lieu of Meal and Lodging Per Diem: Consultants who are required to stay at the project site for more than ten (10) business days may elect to receive a housing allowance in lieu of the standard meal and lodging per diem. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written work authorization from the City is required. Upon such authorization, the City shall reimburse Consultant at a daily rate equal to the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of both hotel lodging costs and meal per diem. Consultant shall certify that no other lodging or meal reimbursements are being claimed for the same period. Receipts are not required for Consultant electing this housing option."	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing.	No Markup

Reimbursable Expense Schedule		Mark Up
	Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment. City will pay Consultant within thirty (30) days of City's approval of Consultant's invoice.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Engineering Management	
Senior Project Manager II	$282
Senior Project Manager I	$255
Project Manager II	$226
Project Manager I	$205
Environmental Project Manager II	$219
Environmental Project Manager I	$178
Senior Engineer II	$258
Senior Engineer I	$221
Senior Project Supervisor	$211
Project Supervisor	$165
Project Engineer II	$188
Project Engineer I	$177
Associate Engineer II	$185
Associate Engineer I	$173
Design Engineer III	$155
Design Engineer II	$143
Design Engineer I	$135
Engineering Intern	$ 94
Senior Designer II	$185
Senior Designer I	$172
Designer III	$152
Designer II	$131
Designer I	$112
Program Management / Support Staff	
Project Controls Coordinator	$232
Project Controls Specialist III	$180
Project Controls Specialist II	$141
Project Controls Specialist I	$117
Senior Drafter II	$130
Senior Drafter I	$125
Drafter III	$114

Drafter II	$111
Drafter I	$ 98
Administrative Executive	$147
Administrative Assistant	$ 83
Survey / Real Estate	
Senior Surveyor	$197
Surveyor II	$160
Surveyor I	$134
Survey Technician II	$114
Survey Technician I	$ 84
Senior Real Estate Specialist	$186
Real Estate Specialist II	$157
Real Estate Specialist I	$105
CONSTRUCTION / FIELD TESTING237	
Senior P&C Technician	$243
Protection & Controls (P&C) Technician	$181
Construction Project Manager	$247
Field Construction Manager	$236
Technician III / Inspector III	$174
Technician II / Inspector II	$150
Technician I / Inspector I	$100
Safety Specialist	$179
Corporate Project Management / Technical Oversight	
Principal	$289
Director / PhD	$289

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written

notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect

thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200005069

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HDR ENGINEERING, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and HDR Engineering, Inc., a Nebraska corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services covered by this Agreement shall satisfy the standard of care set forth in Section 5. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services, City may make corrections or replace Services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety; and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent

requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement if Consultant

fails to cure such Default within ten (10) days following written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going

review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or

license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by

its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate

remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other

than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

HDR Engineering, Inc.
Attention: Christina Keithley, Resources Business Group Manager
3003 Oak Road, Suite 500
Walnut Creek, CA 94597
and by e-mail at christina.keithley@hdrinc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HDR ENGINEERING, INC.
a Nebraska corporation

Dated: _____
By (Signature): _____
Name: Elizabeth Mesbah
Title: Vice President
Principal Place of Business Address: 3003 Oak Road, Suite 500 Walnut, CA 94597
Email Address: Elizabeth.mesbah@hdrinc.com
Telephone: (925) 465-2700

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☒Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☒ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City, which approval shall not be unreasonably withheld, and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 5%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes, acting reasonably, in good faith and in a timely manner that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment and issue payment within thirty (30) days of invoice approval.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENED HOURLY RATES
HDR Engineering, Inc.	Electrical Engineer Senior	$325.47
	Electrical Engineer II	$272.71
	Electrical Engineer I	$149.84
	Civil/Structural Engineer Senior	$307.33
	Civil/Structural Engineer II	$240.83
	Civil/Structural Engineer I	$143.14
	Drafter Senior	$197.03
	Drafter II	$147.02
	Drafter I	$129.23
	Technical Advisor Senior	$368.41
	Technical Advisor II	$323.96
	Technical Advisor I	$265.22
	Construction Manager Senior	$294.04
	Construction Manager II	$230.04
	Protection & Controls Engineer II	$270.03
	Protection & Controls Engineer I	$227.57
	Project Manager Senior	$354.43
	Project Manager II	$312.52
	Project Manager I	$215.44
	Public Outreach Senior	$275.70
	Public Outreach II	$197.31
	Public Outreach I	$141.97
	GIS/Data Solutions Senior	$279.27
	GIS/Data Solutions II	$152.58
	GIS Data Solutions I	$121.02
	Environmental & Cultural Senior	$279.27
	Environmental & Cultural II	$235.51
	Environmental & Cultural I	$135.24
	Right of Way Agent Senior	$313.21
	Right of Way Agent I	$143.24

	Safety Manager II	$266.25
	Project Administrator Senior	$164.37
	Project Administrator II	$148.67
	Project Administrator I	$116.89
Commonwealth	Engineer I	$126.00
	Engineering Specialist I	$126.00
	Environmental Specialist I	$126.00
	Land Services	$126.00
	Specialist I	$126.00
	Cartographer I	$126.00
	Purchasing Agent I	$126.00
	Project Manager I	$126.00
	Field Project Representative I	$126.00
	Engineer II	$140.00
	Engineering Specialist II	$140.00
	Environmental Specialist II	$140.00
	Land Services Specialist II	$140.00
	Cartographer II	$140.00
	Purchasing Agent II	$140.00
	Project Manager	$140.00
	Field Project Representative II	$140.00
	Engineer III	$151.00
	Engineering Specialist III	$151.00
	Environmental Specialist III	$151.00
	Land Services Specialist III	$151.00
	Cartographer III	$151.00
	Purchasing Agent III	$151.00
	Project Manager III	$151.00
	Field Project Representative III	$151.00
	Engineer IV	$167.00
	Engineering Specialist IV	$167.00
	Environmental Specialist IV	$167.00
	Land Services Specialist IV	$167.00
	Purchasing Agent IV	$167.00
	Project Manager IV	$167.00
	Filed Project Representative IV	$167.00

	Engineer V	$178.00
	Engineering Specialist V	$178.00
	Environmental Specialist V	$178.00
	Land Services Specialist V	$178.00
	Project Manager V	$178.00
	Filed Project Representative V	$178.00
	Engineer VI	$195.00
	Engineering Specialist VI	$195.00
	Land Services Specialist VI	$195.00
	Project Manager VI	$195.00
	Field Project Representative VI	$195.00
	Engineer VII	$219.00
	Engineering Specialist VII	$219.00
	Environmental Specialist VII	$219.00
	Land Services Specialist VII	$219.00
	Project Manager VII	$219.00
	Field Project Representative VII	$219.00
	Engineer VIII	$242.00
	Engineering Specialist VIII	$242.00
	Land Services Specialist VIII	$242.00
	Project Manager VIII	$242.00
	Field Project Representative VIII	$242.00
	Engineer IX	$278.00
	Land Service Specialist IX	$278.00
	Project Manager IX	$278.00
	Filed Project Representative IX	$278.00
	Directors	$312.00
	Associate Directors	$312.00
	Subject Matter Experts	$312.00
	Consulting Engineers	$312.00
	Project Coordinator	$67.00
	CADD Operator	$67.00
	Designer	$67.00
	Technician	$67.00
	Project Coordinator II	$81.00
	CADD Operator II	$81.00
	Designer II	$81.00

	Technician II	$81.00
	Project Coordinator III	$99.00
	CADD Operator III	$99.00
	Designer III	$99.00
	Technician III	$99.00
	Project Coordinator IV	$112.00
	CADD Operator IV	$112.00
	Designer IV	$112.00
	Technician IV	$112.00
	Project Coordinator V	$130.00
	CADD Operator V	$130.00
	Designer V	$130.00
	Technician V	$130.00
E2 Consulting Engineers, Inc.	E&D Program Manager	$215.00
	Project Manager	$180.00
	Project Engineer	$165.00
	Principal Engineer	$180.00
	Senior Engineer	$165.00
	Engineer	$140.00
	Associate Engineer	$120.00
	Senior Designer	$120.00
	Designer	$110.00
	Senior Drafting Technician	$105.00
	Drafting Technician	$95.00
	Field Technician	$105.00
	Document Control Technician	$75.00
	Senior Project Control Specialist	$115.00
	Project Control Specialist	$105.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars

($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or material change of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such material change or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or material change of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of

such material change or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City redacted copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200005761

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND K&A ENGINEERING CONSULTING PC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and K&A Engineering Consulting PC, a New York corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the

Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety; and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for

fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised

by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other

Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such

Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood

and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written

authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement

that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations

from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

K&A Engineering Consulting, PC
Attention: John Opsatnic, Vice President, Business Development
4637 Chabot Drive, Suite 350
Pleasanton, CA 94588
and by e-mail at info@kapower.us

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130),

Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

K&A ENGINEERING CONSULTING PC
a New York corporation

Dated: _____

By (Signature):	
Name:	Ryan Ault
Title:	Vice President
Principal Place of Business Address:	4637 Chabot Drive, Suite 350 Pleasanton, CA 94588
Email Address:	ryan.ault@kapower.us
Telephone:	(720) 290-3307

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024 even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed _%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
K&A Engineering Consulting PC	Senior Project Manager	$229.20
	Project Manager	$197.05
	Principal Engineer	$238.76
	Lead Engineer	$200.73
	Senior Engineer II	$185.49
	Senior Engineer I	$172.26
	Engineer II	$156.84
	Engineer I	$126.35
	Designer	$116.31
	Drafter	$90.58
Cornerstone Earth Group, Inc.	Senior Principal Engineer	$350.00
	Principal Engineer	$315.00
	Senior Project Engineer	$273.00
	Project Engineer	$250.00
	Senior Staff Engineer	$227.00
	Staff Engineer	$199.00
	Senior Supervisory Technician	$210.00
	Supervisory Technician	$199.00
	Engineering Technician II	$199.00
	Engineering Technician I	$160.00
	Construction Services Administrator	$125.00
Kier & Wright Civil Engineers and Surveyors, Inc.	Principal	$325.00
	Development Services Manager	$305.00
	Associate	$275.00
	Structural Engineering Manager	$260.00
	Technical Manager / Sr. Engineering Manager	$260.00
	Senior Engineer	$249.00
	Engineer III	$228.00
	Engineer III	$198.00

	Engineer II	$160.00
	Engineer I	$208.00
	Engineering Tech III	$189.00
	Engineering Tech II	$153.00
	Engineering Tech I	$150.00
	Project Coordinator III	$137.00
	Project Coordinator II	$129.00
	Project Coordinator I	$255.00
	Senior Land Surveyor	$255.00
	Survey Operations Coordinator	$225.00
	Project Surveyor III	$228.00
	Project Surveyor II	$185.00
	Project Surveyor I	$158.00
	Draftsman / Survey Tech III	$178.00
	Draftsman / Survey Tech II	$152.00
	Draftsman / Survey Tech I	$132.00
	3D Laser Scanning Crew	$444.00
	3-Man Survey Crew	$467.00
	2-Man Survey Crew	$367.00
	1-Man Survey Crew	$227.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to

the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at

least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200005767

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KANO CONSULTANTS, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kano Consultants, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Kano Consulting, Inc.
Attention: Alex Chua
6200 Stoneridge Mall Rd, Suite 300
Pleasanton, CA 94588
and by e-mail at support@kanoconsultants.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KANO CONSULTANTS, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: Alex Chua
Title: CEO/Principal Engineer

Principal Place of Business Address:	6200 Stoneridge Mall Rd., Suire 300 Pleasanton, CA 94588
Email Address:	support@kanoconsultants.com
Telephone:	(408) 518-0127

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☐Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2023.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 15%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES	
		2026	2027
Kano Consultants, Inc.	Engineer I	$111.00	$114.00
	Engineer II	$137.00	$141.00
	CAD Technician	$96.00	$99.00
	Project Analyst	$96.00	$99.00
	Senior Consulting Electrical Engineer	$185.00	$190.00
	Principal Engineer	$265.00	$274.00
CEPC Engineering, Inc.	Principal / Project Manager	$220.00	$220.00
Megawatt Engineering	Principal	$275.00	$275.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance

coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200005250

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KEWO ENGINEERING CORPORATION

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kewo Engineering Corporation, a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the

Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety; and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for

fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised

by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other

Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such

Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood

and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written

authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement

that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations

from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Kewo Engineering Corporation
Attention: Brian Kewo, President
13760 Hunters Run Ct
Eastvale, CA 92880
and by e-mail at Brian.Kewo@kewocorp.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130),

Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
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"CITY"

KEWO ENGINEERING CORPORATION
a California corporation

Dated: _____

By (Signature):	
Name:	Brian Kewo
Title:	President
Principal Place of Business Address:	13760 Hunters Run Ct Eastvale, CA 92880
Email Address:	Brian.Kewo@kewocorp.com
Telephone:	(951) 231-7589

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☐Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☐Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☐System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☐Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☐Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☐Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed _%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Principal Engineer	$246.50
Sr. Engineer	$232.00
Engineer	$179.80
Sr. Project Manager	$232.00
Project Manager	$179.80

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written

notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect

thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200004638

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND LEIDOS ENGINEERING, LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Leidos Engineering, LLC, a Delaware limited liability company (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Initial Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the

Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety; and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for

fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised

by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other

Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such

Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood

and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written

authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement

that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations

from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Leidos Engineering, LLC
Attention: Adam Fox, Engineering Director
1750 Presidents Street
Reston, VA 20190
and by e-mail at adam.e.fox@leidos.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130),

Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

27. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall either Consultant or City be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expenses of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LEIDOS ENGINEERING, LLC
a Delaware limited liability company

Dated: _____

By (Signature): _____

Name: Alex Kim

Title: Contracts Manager

Principal Place of Business Address: 1750 Presidents Street, Reston, VA 20190

Email Address: alex.kim@leidos.com

Telephone: (206) 695-4605

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum, calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10,2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENDED HOURLY RATES
Leidos Engineering, LLC	Project Manager I	$130.00
	Project Manager II	$161.00
	Project Manager III	$188.00
	Program Manager	$237.00
	Project Analyst / Scheduler	$121.00
	Project Scheduler II	$153.00
	Engineering Technician I	$858.00
	Engineering Technician II	$98.00
	Engineering Technician III	$125.00
	Engineer I	$105.00
	Engineer II	$125.00
	Engineer III	$152.00
	Project Engineer I	$130.00
	Project Engineer II	$160.00
	Project Engineer III	$190.00
	Principal Engineer	$237.00
	CAD Technician I	$75.00
	CAD Technician II	$82.00
	CAD Technician III	$85.00
	CAD Lead	$95.00
	Administrative Support	$71.25
Kano Consultants, Inc.	Project Analyst	$93.00
	CAD Technician	$93.00
	Engineer I	$108.00
	Engineer II	$134.00
	Senior Consulting Electrical Engineer	$180.00
	Senior Consulting SCADA Specialist	$180.00
	Principal Engineer	$258.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written

notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect

thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200004122

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NV5, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and NV5, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

NV5, Inc.
Attention: J.C. Mathieson, VP Distribution Operations
190 North Wiget Lane, Suite 101
Walnut Creek, CA 94598
and by e-mail at J.C.Mathieson@NV5.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

NV5, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: J.C. Mathieson

Title: Vice President of Distribution Operations

Principal Place of Business Address: 190 North Wiget Lane, Suite 101
Walnut Creek, CA 94598

Email Address: J.C.Mathieson@NV5.com

Telephone: _____

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☒Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☒ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☒Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☒Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☒Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☒Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☒Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. [INTENTIONALLY OMITTED]

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS [INTENTIONALL OMITTED]

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with

SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions

in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	No Markup
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

	LABOR CLASSIFICATION	FULLY BURDENED HOURLY RATES
NV5, Inc.	Administrative	$79.00
	Project Manager I	$169.00
	Project Manager II	$195.00
	Project Manager III	$219.00
	Program Manager	$239.00
	CADD Drafter I (Design Drafter)	$85.00
	CADD Drafter II (Senior Design Drafter)	$110.00
	CADD Drafter III	$135.00
	Scheduler I	$110.00
	Scheduler II	$132.00
	Scheduler III	$173.00
	Engineer I	$125.00
	Engineer II	$146.00
	Engineer III	$169.00
	Engineer IV	$189.00
	Engineer V	$209.00
	Engineer VI	$225.00
	Jr. Designer	$99.00
	Designer I	$130.00
	Designer II	$145.00
	Designer III	$165.00
	Designer IV	$180.00
	Designer V	$200.00
	Tech Specialist I	$174.00
	Tech Specialist II	$198.00
	Tech Specialist III	$215.00
	Principal	$280.00
	Senior Permit Coordinator	$145.00
	Permit Coordinator	$118.00
	Permit Coordinator Assistant	$94.00

	Project Coordinator I	$98.00
	Project Coordinator II / Senior Project Coordinator	$115.00
Electric Power Engineers	Sr. Manager	$331.70
	Sr. Engineer	$168.00
	Engineering Staff III	$150.00
	Principal Engineer	$214.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written

notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect

thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200005769

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SIEMENS INDUSTRY, INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Siemens Industry, Inc., a Delaware corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement provided that the Contractor has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in

effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised

by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other

Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such

Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood

and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written

authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Siemens Industry, Inc.
Attention: Eric Wuttke – Legal Counsel
400 State Street
Schenectady, NY 12301
and by e-mail at eric.wuttke@siemens.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SIEMENTS INDUSTRY, INC.
a Delaware corporation

Dated: _____
By (Signature): _____
Name: Bernardo Fernandes
Title: Head, Siemens PTI US/MX
Principal Place of Business Address: 400 State Street, Schenectady, NY 12301
Email Address: Bernardo.fernandes@siemens.com
Telephone: (518) 698-0558

"CONSULTANT"

Dated: _____
By (Signature): _____
Name: David Cavanaugh
Title: Commercial Controller
Principal Place of Business Address: 400 State Street, Schenectady, NY 12301
Email Address: davidcavanaugh@siemens.com
Telephone: (703) 626-6802

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☐Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☐Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☐Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☐Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☐System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☐Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☐Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 9, 2024, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 9, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed _%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENED HOURLY RATES
Principal	$416.00
Senior Staff Consultant / Senior Lead Consultant	$355.00
Manager / Staff Consultant	$321.00
Senior Consultant	$261.00
Consultant	$231.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit

is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must be declared to the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at

least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EBIX Insurance No. S200000174

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SOUDI CONSULTING INC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Soudi Consulting, Inc., a California corporation (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the design professional services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subconsultants or subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of the Agreement; and

C. The Parties agree Consultant will provide the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2026 and terminate on August 31, 2031 ("Term").

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors, or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety;

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and materials provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is one million dollars ($1,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials, and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests

hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants or subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants or subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement. Consultant has full rights to manage its workers, contractors and or employees in their performance of Services.

Consultant shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Consultant any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to

be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Consultant must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Consultant to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Consultant will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Consultant shall require that its workers and or personnel immediately report to their respective Consultant supervisor any perceived occurrence under Section 10.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in

this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals and Purchase Orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The

Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and

injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subconsultants, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to

Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, affiliates, or persons contracting with Consultant in the performance, or non-performance, of the Services under this Agreement.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant shall be fully responsible according to the terms of this section.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Soudi Consultants, Inc.
Attention: Farajollah Soudi, President
4230 Lilac Ridge Rd
San Ramon, CA 94582
and by e-mail at fsoudi@soudiconsultants.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended

from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Consultant shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Consultant or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SOUDI CONSULTANTS, INC.
a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: _____

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide all necessary supervision, labor, and services, plus all tools, equipment, materials, and supplies required to provide as-needed electric utility engineering services ("Services").

1.2 Consultant shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Consultant will primarily perform Services in City of Santa Clara limits.

1.4 To the extent not inconsistent with this Agreement, the City's SOQ-23-24-30 (including subsequent updates) and Consultant's proposal response dated April 10, 2024, are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the SOQ-23-24-39 or Consultant's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. SERVICES TO BE PERFORMED

Consultant will provide the following Services to the City on an as-needed basis pursuant to the process described in Section 6. The specific service area(s) authorized for a Consultant are expressly identified by checkbox(es). Only those service areas that are checked shall be considered within the Consultant's authorized scope of services under this Agreement.

2.1 DESIGN AND CONSTRUCTION (PLAN & IMPLEMENTATION)

The following service areas within Design and Construction (Plan & Implementation) are intended to be scoped as full-service Engineer of Record design services through construction for projects with all subservices included.

2.1.1 ☐Transmission or Distribution Line Design Services

The required services associated with full Engineer of Record transmission or distribution line design and project implementation may include, but not be limited to:

2.1.1.1 Creation of an Alternative Routes Analysis Report which must provide a determination of the most advantageous of the routing options. This report should include a summary table that

compares cost, schedule, and advantages/disadvantages for each alternative.

2.1.1.2 Subsurface investigation and utility potholing services, including subsurface site investigation for geotechnical report, environmental site characterization, soil conductivity, thermal soil resistivity, and identification and location of utilities in proposed working area.

2.1.1.3 Design project management including managing project schedules and budget related to design, testing and commissioning, and construction.

2.1.1.4 Coordination with SVP and City departments, and outside agencies as needed.

2.1.1.5 Design packages, including circuit design, structure design, construction sequence plan, outage plan coordination, equipment sizing, all necessary electrical, civil, and structural calculations and design to support design submittals, terrestrial and/or aerial LiDAR (Light Detection and Ranging) survey for PLS CADD (Power Line System - Computer Aided Design and Draft) model, subsurface investigations for utilities, and surface structures needed to perform the overhead and underground design.

2.1.1.6 Engineering studies, including power flow using PSLF, short circuit analysis using ASPEN, CYMCAP ampacity analysis, ASPEN Line Constants modeling, mutual coupling studies, line insulation coordination for lightning and switching, and thermal soils tests and analysis.

2.1.2 ☐ Substation Design Services

The required services associated with full Engineer of Record substation design and project implementation may include, but not be limited to:

2.1.2.1 Preliminary investigation including survey, property rights research/easements, title reports, underground utility locating necessary for the design and construction, and a preliminary design package.

2.1.2.2 Preparation of substation single line metering and relaying (SLMR) control diagram and communication single line.

2.1.2.3 Preparation of control enclosure drawings, protection line panel drawings, and security designs for substation monitoring and access.

2.1.2.4 Project management, design and preparation of Plans, Specifications, and Engineer's Estimate (PSEE) including permitting and CEQA determinations, geotechnical investigation, land acquisition activities, bid and construction support, record drawings, and project closeout.

2.1.2.5 Coordination with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering, Records Retention, Electrical Control Center, and management.

2.1.2.6 Preparation of all electrical drawings and calculations. At a minimum calculations, shall include Substation Short Circuit Duty study, breaker rating study, load flow study, arc flash study, insulation coordination study, protection and control calculations (including all settings for all relays), interface coordination, and required communications to the existing SVP system.

2.1.2.7 Preparation of all civil/structural/geotechnical/architectural drawings and calculations.

2.1.2.8 Preparation of all support discipline engineering calculations.

2.1.2.9 Comprehensive grounding study in accordance with IEEE80/81.

2.1.2.10 Procurement plans and specifications and bid support services, including stamped and signed plans, final engineer's cost estimate, and responses to bidder questions.

2.1.2.11 Onsite construction management supporting substation construction including filling daily reports; attending weekly meetings; facilitating and tracking submittals; tracking and responding to RFI's; enforcing design compliance; performing field observations and documentation; tracking and reviewing change orders and potential change orders; providing acceptance or denial recommendations; reviewing invoices; performing post construction inspections; developing the final punch list; ensure materials testing results are properly recorded; managing the commissioning and testing phases.

2.1.2.12 Substation testing and commissioning including 85% factory inspections at the manufacturer's facility; performing Factory Acceptance Testing (FAT) of the control enclosure, line protection panels, and other components as requested.

2.1.2.13 Engineering support for equipment commissioning and energization activities and assistance to the commissioning and

testing contractor, as needed, during commissioning and energization activities.

2.1.2.14 Preparation of enhanced Protection, Control, and Automation (PCA) documentation including communication architecture, data flow diagrams, point lists, and integration requirements with SCADA (Supervisory Control and Data Acquisition), PI (Plant Information), MDMS (Master Data Management System), Power Quality, and Asset Lifecycle and monitoring systems.

2.1.2.15 Development of testing, control, and automation test plans to validate the integration of all devices working as designed and per the PCA. This includes development of tests for logic settings, trip times, backup devices, battery control logic, LTC (Load Tap Changer) controls, DGA (Dissolved Gas Analysis), and other asset monitoring devices, ventilation controls, and similar systems. These test plans can be developed using RTS (Real Time Simulator), RTDS (Real Time Digital Simulator), or equivalent platforms.

2.1.2.16 Creation of protection system testing and commissioning plans in accordance with applicable IEEE/ANSI standards and coordination with SVP and contractor to execute the testing and commissioning plan.

2.1.2.17 Provision of test plans and review of test reports for electrical equipment, including but relays, transformers, circuit breakers, and battery systems.

2.2 ENGINEERING DESIGN OR SERVICES DURING CONSTRUCTION (ENGINEERING SERVICES)

2.2.1 ☐Grounding System Design

2.2.1.1 Grounding system design including reviewing field test reports; preparing soil model developed in CDEGS (Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis) RESAP (Soil Resistivity Analysis); simulating step voltage, touch voltage, and ground potential rise using CDEGS; preparing ground grid designs with detailed drawings; graphically representing voltage gradients, with step and touch potential calculations; and preparing test plans for grounding systems. Services may include using CDEGS software or an approved equal by creating a model of the existing grounding system, lightning protection system, and other site specific details in CDEGS SESCAD module using as-built and field data; developing a multilayer soil model in CDEGS RESAP module

based on field testing; analyzing the system using CDEGS software modules such as FCDIST, TRALIN, HIFREQ to evaluate full fault magnitude and fault current split; analyzing step and touch potentials and ground potential rise (GPR), with the most conservative scenario; and creating voltage gradient graphs.

2.2.2 ☐Civil/Structural Design Services

2.2.2.1 Consultant shall provide civil/structural design services including designing security fencing, retaining walls, gates, gate/fence/wall/pole foundations and other civil site work as needed; and preparing or supporting geotechnical or soil report work when required.

2.2.3 ☐Standards, procedures, and specifications development

2.2.3.1 Consultant shall provide standards, procedures, and specifications development including updating and reviewing existing documentation for the utility pertaining to standards, procedures, and specifications; creating missing documents as needed; and developing standards for substations, transmission and distribution, system design, operations, low voltage, operation & revenue metering, testing & commissioning; and Distributed Energy Resource (DER) Interconnection.

2.2.4 ☐Equipment Rating

2.2.4.1 Equipment rating including creating, updating, documenting, and reviewing equipment ratings for utility assets, including conductors, cables, transformers, devices, breakers, switches, poles and structures, and terminations.

2.2.5 ☒System Modeling

2.2.5.1 System modeling including creating, updating, documenting, and/or revising system modeling needs, including PSLF, Powerworld, ASPEN OneLiner, ASPEN Line Constant, ASPEN Breaker Rating Module, CYMCAP, insulation coordination, harmonics, thermal soils and test analysis, Distributed Engineering Workstation, and Mathlab.

2.2.6 ☒Interconnection Studies

2.2.6.1 Interconnection studies including creating, updating, documenting, and reviewing interconnection study needs such as performing affected system studies for CAISO Cluster

Interconnection Studies; and performing Distributed Energy Resource interconnection study within the SVP sub transmission and/or distribution system, including conducting System Impact Study (SIS) to evaluate the point of interconnection, Feasibility Study (FS) to determine system impacts and estimated project costs, and Facility Study (FAC) to determine electrical configuration, price, and schedule to complete the interconnection.

2.2.7 ☐Construction Management and Inspection Services

2.2.7.1 Onsite construction management and inspection including to act as the Owner's representative to construction, commissioning, and testing contractors including attending weekly construction meetings, field observation, daily reports, tracking open items (RFI's, submittals, change orders, etc.), review and document all testing of materials, review as-builts, monthly invoices, inspection services, and punch list/closeout.

2.2.8 ☒Distribution Engineering System Support

2.2.8.1 Distribution engineering system support including performing power distribution studies such as distribution planning studies, power system studies, interconnection studies, protection studies, reactive power studies, and thermal ampacity studies; performing distribution protection and control engineering including developing distribution protection standards, conducting studies such as load flow, short circuit, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP distribution field relays; preparing control system settings and designs to integrate field DER into the SVP distribution system; performing distribution communication engineering such as creating communication standards for distribution field control and telemetry devices for capacitor, switches, DER etc.; preparing radio communication network designs; preparing distribution design including plans, specifications, and cost estimates involving power distribution system design including generation system, feeder design, protection systems, grid automation, communication and control system including integration of DER, reactive power compensation and street light systems.

2.2.8.2 Miscellaneous distribution engineering support including perform cost analyses related to evaluating distribution municipal fee items such as load development fee(s) or change order proposals; review existing processes; revising and implementing systems for work

management system related to distribution planning group; reviewing and updating existing cost estimating engine to integrate with GIS (Geographic Information System); and providing engineering services to review pole contact, pole calculations, and encroachment permit plan review.

2.3 OPERATIONS (OPERATION SERVICES)

2.3.1 ☒Protection and Control Engineering

2.3.1.1 Protection and control engineering services including developing protective relaying standards; performing studies including short circuit studies, arc flash, voltage and stability analysis, breaker ratings, insulation coordination, and reactive power requirements; preparing relay settings and logic drawings for SVP new and existing substation projects; and performing protection system coordination studies for new and existing substation projects.

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Consultant shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor/subconsultant management

SECTION 4. REPORTS

4.1.1 Consultant shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.1.2 City may, at its sole discretion, require Consultant to provide status updates daily, weekly, or monthly at the direction of City.

4.2 Consultant shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Consultant shall perform and complete the Services in a timely, efficient manner, so as to meet the project schedule of each Purchase Order.

SECTION 6. SERVICE REQUEST

6.1 Consultant acknowledges that Consultant is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 6. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 6 contains the process for awarding Services under a master agreement process.

6.2 When the City requires services, City will notify consultant(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

6.3 Consultant shall prepare and submit a written proposal (Proposal). Consultant's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

6.4 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

6.5 At the City's discretion, the City may interview consultants submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

6.6 City will enter into negotiations with the highest-ranked consultant. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked consultant are unsuccessful, the City will either move on to the next highest-ranked consultant, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

6.7 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected consultant may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

6.8 If a fixed fee or lump sum is authorized by the City, Consultant must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

6.8.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

6.8.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

6.8.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

6.9 Consultant must submit a revised Proposal to the City based upon such negotiations.

6.10 Authorization of Work; Issuance of Purchase Order

6.10.1 Once City and the selected consultant agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.10.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

6.10.3 Consultant shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Consultant elects not to perform the Services. If Consultant (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Consultant will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

6.11 Additional Services or Modifications

6.11.1 Consultant shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Consultant shall provide the reason for the change specific to each Purchase Order. Consultant shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Consultant shall submit justification demonstrating that changes in cost are associated with changes in scope.

6.11.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.11.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 6.2.

6.11.4 Consultant shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

6.12 Immediate Need / Interim Work Orders

6.12.1 The City may authorize Consultant to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

6.12.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

6.12.1.2 In the event work is required to maintain a critical City function or project schedule.

6.12.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

6.12.3 Following issuance of an interim authorization, Consultant shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

6.12.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

6.13 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement.

6.14 The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal, or Purchase Order, and the City's SOQ-23-24-39 (including subsequent updates) and Consultant's proposal response dated April 10, 20204, even if those documents state otherwise. If any terms and conditions conflict of those documents with the Agreement, any conflicting terms are invalid and unenforceable. The order of precedence is as follows: (1)

Agreement and any exhibits or amendments thereto, (2) Purchase Order, (3) Proposal, (4) City's SOQ-23-24-39 (including subsequent updates) and (5) Contractor's proposal response dated April 10, 2024.

6.15 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Consultant. In such event, the Consultant shall have no further rights hereunder, except that Consultant shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. WARRANTY

All Services performed by Consultant shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Consultant shall perform all warranty-related work at no additional cost to the City.

SECTION 9. WORK AREA

9.1 Consultant shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Consultant's performance of Services. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Consultant shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

9.2 Consultant shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Consultant fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Consultant for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Consultant or deduct costs from Consultant's invoice at City's sole discretion.

9.3 Where applicable, Consultant must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Consultant may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

9.4 Consultant shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 10. CONSULTANT'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

10.1 Consultant shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Consultant. Neither Consultant nor its workers shall attempt to borrow tools or other materials from City personnel.

10.2 Consultant shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

10.3 Consultant shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Consultant will not leave keys in any vehicles or equipment when not in use. Consultant shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

10.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 11. DISPOSAL OF WASTE AND SCRAPS

11.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Consultant is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

11.2 Consultant shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

11.3 Consultant shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 12. SAFETY

12.1 Safety must always be the top priority. Consultant shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Consultant shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

12.2 Where applicable, Consultant shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National

Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

12.3 If required by applicable law due to the nature of the Services, Consultant shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Consultant shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

12.4 As applicable, Consultant shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Consultant during these inspections.

12.5 Where applicable, Consultant must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Consultant must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Consultant.

12.6 Where applicable, Consultant's employees (including any subconsultants) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Consultant.

12.7 When requested by the City, Consultant shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Consultant Project Manager (as defined in Section 14) and Consultant Personnel.

SECTION 13. INJURY/PROPERTY DAMAGE

Consultant shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Consultant shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Consultant shall assist as required.

SECTION 14. CONSULTANT PERSONNEL

14.1 Project Manager

Consultant must designate one (1) Project Manager to communicate with the City during the performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager must be capable of communicating effectively with City staff.

14.2 Staffing

14.2.1 Consultant shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

14.2.2 Consultant shall ensure its employees and any subconsultants supply proper identification when requested by the City.

14.2.3 Consultant shall inform City immediately of any change in key personnel assigned to this agreement. Consultant shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

14.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Consultant shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

14.3 Employee Training

14.3.1 At Consultant's sole cost and expense, Consultant shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants) appropriate to the duties and responsibilities of each employee.

14.3.2 Consultant's training program shall follow Consultant's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

14.3.3 Consultant shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

14.3.4 At the City's request, Consultant shall submit copies of training records for its employees.

14.4 Standards of Conduct

14.4.1 Consultant is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Consultant shall ensure that while on or about the work site, its employees do not:

14.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

14.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

14.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

14.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

14.4.2 If a Consultant employee fails to meet these standards of conduct, Consultant shall immediately remove the employee and provide a replacement. Consultant shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

14.4.3 In the event that a complaint is made against a Consultant employee, Consultant shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 15. E-BUILDER

15.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For certain projects to be defined by the City, e-Builder shall be the primary means of project information submission and management or as otherwise agreed upon with the City.

15.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant’s personnel at City’s cost. The Consultant’s designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

15.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

15.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to a Purchase Order.

15.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services as provided in each Purchase Order and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

15.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

15.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with all document and information management required in the performance of Services where City has directed the use of e-Builder. Consultant shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, payment requests, change orders, reports, and other documents associated with the Services, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

15.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

15.9 Should the City replace e-Builder with a different project management tool, Consultant, and subconsultants shall be required to use the new project management tool selected by the City.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Consultant shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Consultant must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Consultant shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Consultant's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Consultant may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Consultant may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 6.3 of Exhibit A, including issuance of a Purchase Order, (4) Consultant submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subconsultant fees, equipment, rental equipment, materials, and facilities not furnished directly by Consultant).	No Markup
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Consultant must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be reimbursed at economy rates.	No Markup

Reimbursable Expense Schedule		Mark Up
	Meals: Consultant may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Consultant pays its employees a per diem rate lower than the GSA rate, the Consultant may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Consultant elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Consultant for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Consultant shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Consultant may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Consultant and shall not be reimbursable by the City.	No Markup
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Consultant shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Consultant shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Consultant shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Consultant shall invoice each milestone payment in full. Consultant shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Consultant and all subconsultants shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

LABOR CLASSIFICATION	FULLY BURDENED HOURLY RATES
Director Consulting Engineer	$225.00
Principal Consulting Engineer	$201.00
Senior Consulting Engineer	$174.75
Consulting Engineer	$120.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each

insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self- retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self- insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to

the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non- renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Attachment E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO)
endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at

least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, Consultant shall comply with compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants, subconsultants, and subconsultants are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants or subcontractors) for the time period covering such payment request. Consultants shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including,

but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant, all subconsultants and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No consultant, contractor, subconsultant, or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No consultant, contractor, subconsultant, or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All consultants/subconsultants/contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any consultant, subconsultant, contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

26-622 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Agreements with ProEnergy Services, LLC and GE Vernova International LLC for Gas Turbine Engine Field and Depot Services for Silicon Valley Power, for Additional Compensation Not-to-Exceed $20 Million, for a Total Combined Maximum Compensation Not-to-Exceed $50 Million, Inclusive of $30 Million Previously Authorized by the City Council

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's electric utility, owns and operates two gas turbine generation units at the Donald Von Raesfeld (DVR) Power Plant that are critical to system reliability, grid support, and emergency generation. To maintain operational readiness, the power plant requires ongoing gas turbine field and depot services, including inspections, maintenance, repairs, technical support, and replacement parts.

On April 6, 2021 (RTC 21-228), the City Council authorized the City Manager to negotiate and execute master service agreements with General Electric Packaged Power, LLC (GE Packaged Power) and TransCanada Turbines Inc. (TCT) for gas turbine field and depot services for a five-year term with an aggregate maximum compensation of $30 million.

On May 28, 2021, the City executed an agreement with TCT for turbine maintenance and repair services effective through April 5, 2027, with four additional renewal options through April 5, 2031. The City did not execute the agreement with GE Packaged Power because the agreement terms could not be finalized. Approximately $9 million remains available under the existing City Council authorization for TCT; nevertheless, recent turbine repair events highlight the need for additional qualified contractors to improve access to critical turbine components, increase service availability, and enhance operational reliability.

Staff determined that it is in the City's best interest to re-solicit these services to establish agreements with additional qualified contractors to support SVP operations and maintain the reliability of the DVR Power Plant during both planned maintenance activities and unexpected outage events.

DISCUSSION

Pursuant to Section 2.105.140(c) of the Santa Clara City Code (City Code), a formal Request for Proposal (RFP) was conducted, and an award was made based on "best value." The RFP for gas turbine field and depot services was published on the City's e-procurement system. A total of 34 companies viewed the RFP and two proposals were received by the submittal deadline from the following firms:

- GE Vernova International LLC (GE Vernova)
- ProEnergy Services, LLC (ProEnergy Services)

The proposals were independently evaluated by a three-member evaluation panel against the criteria and weights published in the RFP, including experience, technical capability, and cost. Following the completion of the evaluation process, the panel recommended award of master agreements to GE Vernova and ProEnergy Services. Both firms demonstrated strong technical qualifications, relevant gas turbine service experience, and the ability to support SVP's operations.

Staff is seeking City Council authorization to enter into agreements with GE Vernova and ProEnergy Services for gas turbine engine field and depot services, each with a not-to-exceed compensation of $10 million. Both agreements include an initial five-year term with renewal options extending through September 30, 2036.

Assuming negotiations are successful, SVP will have access to three qualified contractors for gas turbine engine field and depot services.

Staff is proposing that the City Council's prior authorization of $30 million is increased by $20 million, resulting in a total combined maximum compensation of $50 million. This would provide approximately $29 million in remaining capacity over the next five years, including approximately $9 million remaining under the existing agreement with TCT. SVP's annual expenditure for these services is approximately $6 million. Staff will return to the City Council at a later date if additional authorization is required. Table 1 below summarizes the existing and proposed agreement authorization and estimated remaining capacity.

Table 1: Summary of Gas Turbine Agreements and Authorization Amounts

Agreement	Maximum Compensation	Estimated Remaining Capacity
TransCanada Turbines (Existing Agreement)	$30,000,000	$9,000,000
ProEnergy (Proposed Agreement)	$10,000,000	$10,000,000
GE Vernova (Proposed Agreement)	$10,000,000	$10,000,000
Total Combined Maximum Compensation	$50,000,000	$29,000,000

The amounts listed in Table 1 are planning level estimates. Actual work assignments and expenditure among the agreements are not predetermined and will depend on contractor availability, responsiveness, technical expertise, and pricing at the time services are required. In addition, expenditures can vary substantially from year to year depending on operational and maintenance needs. Accordingly, the proposed combined maximum compensation may be reallocated among the agreements as needed to ensure sufficient capacity is available when critical maintenance or emergency repair services are needed.

Work will be assigned through a secondary selection process based on contractor availability, experience, terms, and cost. In emergency situations, SVP may select the contractor able to mobilize most quickly to reduce outage duration, minimize operational risk, and maintain generation

availability during periods of high demand.

Rates established in the agreements are fixed for the initial two-year term. Thereafter, contractors may request annual rate adjustments, subject to City approval and supported by documentation acceptable to the City.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15301 of Title 14 of the California Code of Regulations as the services involve operation, maintenance, and repair of existing facilities and mechanical equipment.

FISCAL IMPACT

Funds for these contracts are available in the Electric Utility Operating Fund budget for FY 2026/27. Funds for future years will be requested through the normal budget process.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with ProEnergy Services, LLC to perform gas turbine engine field and depot services, for an initial term beginning on or around September 1, 2026, and ending on September 30, 2031, with up to five one-year options to extend the term through September 30, 2036, for a total maximum compensation not to exceed $10,000,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to negotiate and execute an agreement with GE Vernova International LLC to perform gas turbine engine field and depot services, for an initial term beginning on or around September 1, 2026, and ending on September 30, 2031, with up to five one-year options to extend the term through September 30, 2036, for a total maximum compensation not to exceed $10,000,000, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
4. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements, including negotiating and executing future amendments to: (a) exercise the option years; (b) implement rate adjustments on the terms provided in the agreements; (c) reallocate compensation between the agreements with TransCanada Turbines Inc., ProEnergy Services, LLC and GE Vernova International LLC, provided that the total combined maximum compensation for all agreements does not exceed $50,000,000 (inclusive of

the 2021 City Council authorization of $30,000,000); and (d) make de minimis changes, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Proposed Agreement with GE Vernova International LLC (under negotiation)
2. Proposed Agreement with ProEnergy Services, LLC (under negotiation)
3. Executed Agreement with TransCanada Turbines Inc.
4. Executed Amendment No. 1 to Agreement with TransCanada Turbines Inc.

EBIX Insurance No. *S20000XXXX

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND GE VERNOVA INTERNATIONAL LLC

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and GE Vernova International LLC, a Delaware limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Contractor will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on **September 1, 2026** and terminate on **September 30, 2031** ("Initial Term").

B. After the Initial Term, City and Contractor reserve the right, to extend the term of this Agreement for up to five (5) years through **September 30, 2036** ("Option Periods") in such increments as determined by both parties. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform the Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

The warranty provisions are contained in Sections 9 and 11 of Exhibit A.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

A. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Contractor's representations regarding its skills and knowledge.

B. Contractor warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Contractor shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety

and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed.

D. Contractor represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all Services rendered and material provided by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **Ten Million Dollars ($10,000,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

The City shall pay Contractor within forty-five (45) days from the invoice date for undisputed amounts. Contractor shall issue invoices no earlier than upon shipment of parts and materials and as Services are performed.

7. TERMINATION

A. Termination for Default: The City may terminate the Agreement for cause if Contractor (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (iii) makes an assignment or any general arrangement for the benefit of creditors, or (iv) otherwise becomes insolvent (however evidenced) or bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) the City shall first provide Contractor with detailed written notice of the breach and of City's intention to terminate the Contract, and (b) Contractor shall have failed, within thirty (30) days after receipt of the notice, to cure of the breach.

B. If The City terminates the Contract pursuant to Section 7.A (i) Contractor shall reimburse the City the difference between that portion of the applicable paid purchase order amount allocable to the terminated scope and the

actual amounts reasonably incurred by the City to complete that scope, and (ii) the City shall pay to Contractor (a) the portion of the purchase order price allocable to the Services satisfactorily completed, (b) lease fees incurred, except to the extent that such fees were not approved in advance or incurred to Services not satisfactorily performed,. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Agreement or purchase order (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Contractor's then-current standard time and material rates; provided, that no payment shall be due for Services which are not satisfactorily performed.

C. Contractor may suspend or terminate the Agreement (immediately for cause if the City (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in the City making any payment when due, or fulfilling any payment conditions provided that: (a) the Contractor shall first provide City with detailed written notice of the breach and of City's intention to terminate the Contract, and (b) Contractor shall have failed, within thirty (30) days after receipt of the notice, to cure of the breach.

D. Termination for Convenience: Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, except that Contractor shall not terminate a Purchase Order for convenience or this Agreement if there are any unfinished Purchase Order Services. If the Agreement is terminated for any reason other than Contractor's default under Section 7.A, The City shall pay Contractor for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus reasonable mobilization costs. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Contractor's then-current standard time and material rates. All work in progress shall be paid for at Contractor's standard time and material rates.

E. Either the City or Contractor may terminate the Agreement upon twenty (20) days advance notice if there is an excusable event lasting longer than one hundred and twenty (120) days or if it is not possible to avoid or mitigate such excusable event without unreasonable burden through an adjustment in schedule, price and other provisions of the Contract within such one hundred and twenty (120) days. In the event of termination under this section, City shall be Contractor for any Services performed prior to the termination. Contractor shall reimburse all unearned fees to the City.

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F. The City shall pay all reasonable expenses incurred by Contractor in connection with a suspension, including expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors to perform the Services . without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons directly employed by them, as Contractor is for the acts attributable and omissions of persons directly employed by it in the performance of the Agreement.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever, except as provided in Section [insert section] and No Nuclear Use.

INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

Contractor shall include language in subcontracts that Subcontractors who perform Services, as applicable, are independent contractors and are not employees of the City or Contractor. are not employees of the City. and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

10. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below),.. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Contractor and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and purchase orders.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure

or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled by law or valid legal process (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party in response to such requirements or process or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of Confidential Information. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long

as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken.

G. Within two (2) weeks of the termination of this Agreement, either Party will return to the other Party or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

I. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. As to any individual item of Confidential Information, the restrictions under this Article 11 shall expire five (5) years after the date of disclosure. Trade secrets that are contained in or comprise Confidential Information are to be protected for the life of the trade secret.

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11. OWNERSHIP OF MATERIAL

A. City shall furnish to Contractor such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. Subject to the limitations set forth below, all non-confidential documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Contractor or any other party. Documents and material prepared by Contractor, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor, is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such change.

C. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the execution of the Agreement. Contractor reserves all rights in and to software not expressly granted to the City. All new intellectual property conceived or created by Contractor in the performance of this Agreement, whether alone or with any contribution from City, shall be owned exclusively by Contractor. City agrees to deliver assignment documentation as necessary to achieve that result.

D. City will not itself, and will not allow any party (including City Affiliates) to: (i) reverse engineer products or Services (including any Contractor monitoring or data analysis by Contractor), (ii) prepare derivative works from, alter, modify, disassemble, reverse engineer, reverse assemble, de-compile, or otherwise attempt to reconstruct, discover or derive the object or source code of any software licensed to City by Contractor under this Contract (including any third party software); (iii) permit or otherwise grant any third party access to products, Services or software for such purpose, even if such third party is performing any corrections, bug fixes and updates.

E. Products furnished by Contractor under this Contract shall not be installed, used, or made available for use in any equipment other than the equipment specified in the Agreement or purchase order, that is to the extent a City is specified. To the extent applicable, City warrants that such equipment, and the , is under its ownership and control of the City, and agrees to inform

Contractor forthwith should this cease to be the case at any time before expiry of the applicable warranty period.

12. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. Contractor shall keep records and invoices in connection with the Services for the length of the Audit Period. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

B. Contractor shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit (1) the accuracy of any payments, excluding the fixed price payments, made toContractor, (2) any amounts invoiced by Contractor to the City on a time and material rates basis including, without limitation, any travel per diem and other travel-related expenses and (3) to examine and verify the following: (a) time sheets reflecting labor used in connection with Contractor's performance of the Services under this Contract and (b) invoice records of parts purchased from Contractor's subcontractors or third party subcontractors Any such audit(s) shall be undertaken by City or its representative(s) in conformance with generally accepted auditing standards at its own expenses and with prior notice to Contractor. All audits will be conducted during Contractor's normal business hours at a mutually agreed upon time and location. Contractor agrees to fully cooperate with any such audit(s).

C. Contractor will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Contractor. If Contractor fails to make such payment, Contractor agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Contractor reimburses City for any exception(s).

D. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

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13. INDEMNIFICATION

A. EACH OF THE CITY AND CONTRACTOR (AS AN "INDEMNIFYING PARTY") SHALL INDEMNIFY THE OTHER PARTY (AS AN "INDEMNIFIED PARTY") FROM AND AGAINST CLAIMS BROUGHT BY A THIRD PARTY, ON ACCOUNT OF PERSONAL INJURY OR DAMAGE TO THE THIRD PARTY'S TANGIBLE PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE INDEMNIFYING PARTY IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THE INJURY OR DAMAGE IS CAUSED BY JOINT OR CONCURRENT NEGLIGENCE OF THE CITY AND CONTRACTOR, THE LOSS OR EXPENSE SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS DEGREE OF NEGLIGENCE. FOR PURPOSES OF CONTRACTOR'S INDEMNITY OBLIGATION, NO PART OF THE PRODUCTS OR SITE IS CONSIDERED THIRD PARTY PROPERTY.

B. For any indemnification under this Agreement, the Party to be indemnified: (a) will promptly notify the other Party of the receipt of any claim for which the other Party has an indemnity obligation, (b) will give the Indemnifying Party such information and assistance as reasonably requested by the indemnifying Party; and (c) the indemnified Party will be entitled to obtain counsel at its own expense and assist in the handling of any such claim.

C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF CONTRACTOR FOR ALL CLAIMS ARISING FROM OR RELATED TO THE FORMATION, PERFORMANCE OR BREACH OF THIS CONTRACT, OR PROVISION OF ANY WORK, SHALL NOT EXCEED THE MAXIMUM COMPENSATION AMOUNT IN SECTION 6. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIABILITY LIMITATION SHALL NOT APPLY IN CASES OF EMPLOYMENT-RELATED CLAIMS, PERSONAL INJURY TO A THIRD PARTY OR DAMAGE TO PROPERTY OF A THIRD PARTY.

D. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT OR SYSTEMS, INTERRUPTION OF BUSINESS, COST OF REPLACEMENT POWER, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF CITY'S CUSTOMERS FOR ANY OF THE FOREGOING TYPES OF DAMAGES, OR FOR ANY COST, LOSS OR LIABILITY CITY MAY SUFFER UNDER ANY AGREEMENT BY WHICH IT SELLS OR TRANSMITS ELECTRICITY TO ITS CUSTOMER(S) OR THIRD PARTIES.

E. CONTRACTOR SHALL NOT BE LIABLE FOR ADVICE OR ASSISTANCE THAT IS NOT REQUIRED FOR THE WORK SCOPE UNDER THIS CONTRACT.

F. THE LIMITATIONS, WAIVERS, AND INDEMNITIES IN THIS SECTION 13 SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STATUTE, INDEMNITY, TORTIOUS/EXTRA-CONTRACTUAL LIABILITY THEORY, STRICT LIABILITY OR OTHERWISE.

14. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, the insurance policies as set forth in Exhibit C.

15. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

16. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

GE Vernova International, LLC
58 Charles Street
Cambridge, MA 02141
and by e-mail at james.canon@gevernova.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

17. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa

Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

18. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

19. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

20. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

22. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

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23. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

25. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

[SIGNATURES ON NEXT PAGE]

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GE VERNOVA INTERNATIONAL LLC
Delaware corporation

Dated: _____
By (Signature): _____
Name: Olivier Queune
Title: Global Commercial Executive
Principal Place of Business Address: 15415 Jacintoport Blvd, Houston, TX 77015
Email Address: Olivier.queune@gevernova.com
Telephone: (253) 468-4877

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, tools, equipment, materials, and supplies required to perform Field and Depot Services, including Parts and Repairs, for Gas Turbine Engines ("Services") at the Donald Von Raesfeld (DVR) Power Plant for Silicon Valley Electric, the Electric Utility of the City of Santa Clara (hereinafter "City" or "SVP").

1.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations from OEM specifications must be approved in writing by City.

1.3 Contractor will primarily perform Services in City of Santa Clara limits and Contractor's facilities in Houston, TX and Bakersfield, CA.

1.4 Contractor will primarily perform Services on SVP's General Electric or GE Vernova (GE) LM6000PC gas turbine engines, either onsite at the DVR Power Plant within the City of Santa Clara or at Contractor's depot facility.

SECTION 2. SERVICES TO BE PERFORMED

2.1 **Field Support Services** – Services might consist of the following types of scopes to be defined in Contractor's Proposal:

2.1.1 Provide scheduled maintenance activities including, but not limited to:

2.1.1.1 Semi-annual routine inspections

2.1.1.1.1 Conduct approximately every 4,000 operating hours or based on engine condition determined by semi-annual inspections

2.1.1.1.2 Perform borescope examination, visual inspection, full system checks, and calibration of critical components to ensure reliable performance

2.1.1.1.3 Review borescope results and plan for next borescope or any required maintenance.

2.1.1.2 Hot section rotable exchange services

2.1.1.2.1 Perform onsite during a planned outage every 14,000 – 16,000 hours of gas fuel operation or based on engine condition determined by semi-annual inspections

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2.1.1.2.2 Replace the hot section components with refurnished or new portable parts to maintain efficiency and reduce downtime

2.1.1.3 Overhaul major gas turbine engine

2.1.1.3.1 Perform complete overhauls approximately every 50,000 hours or based on engine condition determined by semi-annual inspections at an overhaul depot.

2.1.1.3.2 Conduct complete disassembly and detailed engine inspections

2.1.1.3.3 Reassemble using a combination of new, refurbished, and serviceable components

2.1.1.3.4 Perform testing in a controlled test cell environment and post-overhaul function checks

2.1.2 Provide on-site services, including but not limited to:

2.1.2.1 Review latest recommendations, improvements, and technical information letters and recommend which should be implemented

2.1.2.2 Perform a full borescope inspection, package inspection, controls inspections and calibrations as needed

2.1.2.3 Implementation of product bulletins, service bulletins, and other OEM recommendations

2.1.2.4 Perform preventive and corrective maintenance and inspections perform on the exterior of installed gas turbine

2.1.2.5 Remove and install gas turbines

2.1.2.6 Separation of generator and power turbine

2.1.2.7 Turbine preservation and shipping

2.1.2.8 Quarterly, semi-annual, annual and controls inspections

2.1.2.9 Verify full alignments

2.1.2.10 Troubleshoot all aspects of package and engine problems

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2.1.2.11 Perform repairs and remedial measures identified during inspection and maintenance including but not limited to on-site Level 1 or 2 maintenance work packages if needed.

2.2 Depot Services:

2.2.1 Complete disassembly and assembly of modules down to individual piece parts

2.2.2 Repair, recondition, and replace of piece parts and accessories

2.2.3 Test gas generator, gas turbine and/or power turbine in test cell in accordance with the requirements of GEK 112163

2.2.4 Repair and replace high and low pressure compressor (HPC/LPC) components

2.2.5 Replace hot section and combustor components

2.2.6 Replace internal engine components

2.2.7 Transport equipment from the City to Contractor's depot facility

2.2.8 Provide inspections services, including but not be limited to:

2.2.8.1 Review latest recommendations, improvements, and technical information letters and advice on implementation

2.2.8.2 Review borescope results and plan subsequent borescope inspections or required maintenance

2.2.8.3 Perform required on-site Level 1 or 2 maintenance work packages

2.2.9 Remedial measures as mutually agreed by Parties to:

2.2.9.1 Address issues discovered during turbine inspections

2.2.9.2 Restore gas turbine system to optimal operating condition

2.3 Other as-needed services

2.3.1 Develop and implement routine, preventive and condition-based maintenance programs

2.3.2 Institute comprehensive reporting procedures to ensure close communication with City staff

2.3.3 Supply parts as required to maintain, repair, and perform services

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2.3.4 Provide rental of temporary engines and related equipment as needed to support engine functionality during maintenance and repairs

2.3.5 Provide miscellaneous field support and depot services

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor management

3.1.5 Expedited procurement and transportation of materials, parts, and equipment as mutually agreed by the Parties.

SECTION 4. REPORTS

4.1 Service Reports

4.1.1 For Field Services, approximately seven (7) days after completion of Services, Contractor shall provide a report to the City, which shall include the following information. Depot Services reports shall be submitted within thirty (30) days following return shipment of the applicable equipment:

4.1.1.1 Description of the Services performed

4.1.1.2 Summary of existing conditions

4.1.1.3 Description of noted issues/deficiencies (including photos, where applicable) and recommended corrective action

4.1.1.4 Summary of parts and materials provided by Contractor, including serial number of all parts removed and installed

4.1.1.5 Any information that may be requested by the City

4.1.2 For Borescope service finding reports, Contractor shall communicate to the City as follows:

4.1.2.1 Verbally on the same day or within 12 hours

4.1.2.2 Within 24 hours, send an email with photos, location, dimensions, and other information describing the finding.

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4.1.2.3 Within 72 hours, send photos, location, dimensions, measurements and engineering disposition.

4.1.2.4 Within 7 calendar days, send a full report in electronic format (e.g., PDF, Word).

4.2 Status Reports

4.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

4.2.2 Contractor may be required to provide status updates daily , weekly, or monthly at the direction of City.

4.2.2.1 For field services, the Contractor shall provide daily reports via email summarizing the completed activities, personnel on site, findings, issues identified, and planned next steps. Reports shall be submitted at the end of each workday or before commencement of the subsequent shift.

4.2.2.2 For depot services, the Contractor shall provide monthly progress reports, via email summarizing completed tasks, findings, current status, and planned next steps.

4.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site conditions within Contractor's scope (i.e., areas where Contractor was responsible for the work) are restored to their condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 6. SCHEDULING AND PLANNING

6.1 Contractor shall coordinate with City to schedule the performance of Services including, if applicable, scheduling outages. When requested by City, Contractor shall plan, staff and execute scheduled Services with thirty (30) days advance notice, subject to the availability of required personnel, parts and subcontracted services. Contractor does not guarantee availability to support unplanned or emergency work.

6.2 Contractor will generally perform the Services during the City's regular business hours, Monday through Friday, excluding City holidays, unless otherwise approved by the City in writing..

6.3 Contractor shall be available to provide 24-hour emergency services, seven (7) days per week, 365 days per year. Contractor shall provide an emergency contact phone number at which an individual can be reached at any time. Contractor shall respond via phone or email to an emergency request within 24 hours of the City's notification. Contractor and City shall mutually agree on scheduling the required emergency service.

6.3.1 Contractor shall provide a response and an action plan within 48 hours of notification to perform the Services assuming personnel are available to provide this response..

6.3.2 Should Contractor agree to provide services, Contractor shall repair the affected equipment or resolve the emergency within two (2) business days...

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 7 contains the process for awarding Services under this Agreement.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request). Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.3 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.4 Authorization of Work; Issuance of Purchase Order

7.4.1 If there are multiple firms, the City will select a Contractor Proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, the proposal total dollar amount , and such other information the City and Contractor may require.

7.4.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.4.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.5 Additional Services or Modifications

7.5.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

7.5.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.5.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.5.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.6 Immediate Need / Interim Work Orders

7.6.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.6.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

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7.6.1.2 In the event work is required to maintain a critical City function or project schedule.

7.6.2 Each interim authorization issued in writing shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require. Contractor will provide an estimated total amount for the Immediate Need/Interim Work Orders which is subject to change based on the services required to fulfill the City's needs.

7.6.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

7.6.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.5 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Purchase Order, even if the Proposal or Purchase Order expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Purchase Order are invalid and unenforceable. The order of precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, and (3) Proposal.

7.7 The City may terminate a Purchase Order for convenience within ten (10) days prior written notice to Contractor except that Contractor shall be paid for all Services in accordance with Section 7.C of the Agreement. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 Contractor shall perform all Services in a professional and environmentally responsible manner that meets or exceeds industry and professional standards of performance. All Services shall be performed by a Contractor employee skilled in the particular task to which they are assigned.

8.2 All parts and/or components replaced or newly installed in the system shall be factory new, or in refurbished condition, and free of defects in title, materials and workmanship at the time of their delivery and installation., Contractor may use rebuilt/refurbished

parts or new parts from another manufacturer if such alternate parts and/or components are approved by the original manufacturer and/or City for use in the specific piece of equipment of the system. If performance, reliability, or compatibility issues are identified with a refurbished product or component, the City shall have the right to reject the use of refurbished parts for the applicable equipment and require the Contractor to provide new replacement parts.

8.3 Defects in workmanship, as determined in the Services by the City r, shall be removed and replaced to conform to the quality standards of. industry, or otherwise corrected to the City's satisfaction, at Contractor's sole expense.

8.4 City reserves the right to inspect any Services performed by Contractor and its subcontractors. If, upon inspection, the City determines that there is any defective Services, the Contractor shall re-perform defective Services and if despite Contractor's reasonable efforts, or non-conforming Services cannot be re-performed, Contractor shall refund monies paid by the City for such non-conforming Work.

8.5 ARTICLE 8 and 10 PROVIDES THE EXCLUSIVE REMEDIES FOR ALL WARRANTY CLAIMS BASED UPON THE FAILURE OF OR DEFECT IN PRODUCTS OR SERVICES AND/OR CONTRACTOR'S PERFORMANCE, WHETHER THE FAILURE OR DEFECT ARISES BEFORE OR DURING THE APPLICABLE WARRANTY PERIOD.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain any license or registration necessary for Contractor to generally conduct business and visas or work permits, if any, necessary for Contractor's personnel.

9.2 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

9.3 Contractor is responsible for obtaining an 811-DIG permit for any services that require digging.

SECTION 10. WARRANTY

10.1 All Services performed by Contractor shall carry a warranty of a minimum of twelve (12) months from the date of completion of the Services set forth in the applicable Purchase Order. Contractor shall perform all warranty-related work at no additional cost to the City. All costs incurred to remove, disassemble, reassemble, re-install, re-construct, re-inspect and retest the product hereunder (including the costs of mobilization and demobilization) will be to the account of Contractor.

10.2 All parts provided by Contractor shall include a warranty of no less than the greater of either twelve (12) months or the OEM warranty period. In the event the OEM warranty is less than twelve (12) months, Contractor shall extend the OEM warranty to a

minimum of twelve (12) months. All parts fabricated by Contractor shall include a warranty of twelve (12) months. Contractor shall provide the City with a copy of any manufacturer's warranty or extended manufacturer's warranty.

10.3 If product and/or Services do not meet the above warranties, the City shall promptly notify Contractor in writing prior to expiration of the applicable Warranty Period. Contractor shall (i) at its option, repair or replace defective products and (ii) re-perform defective Services. If despite Contractor's reasonable efforts, a non-conforming product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Contractor shall refund monies paid by the City for such non-conforming Work. Any Service or product that is the subject of warranty repair will be re-warranted by Contractor pursuant to the same Warranty set forth in this Agreement, for a period equal to the longer of (a) one (1) year from the date such re-performance, rework, repair or replacement is completed, or (b) the remaining period under the Warranty Period. Contractor's warranty obligations exclude the repair or replacement of any damaged parts or products other than the initially failing product which caused the damage, except that Contractor shall be responsible for the repair cost of such damaged equipment. The City and Contractor shall agree on the specifications of any tests to determine whether a non-conformance exists. Contractor shall perform all warranty work within a reasonable time.

10.4 The warranties and remedies are conditioned upon (a) City's proper storage, installation, use, operation, and maintenance of products in accordance with vendors', manufacturers' and/or designers' recommendations, (b) City keeping accurate and complete records of operation and maintenance during the warranty period and providing the Contractor reasonable access to those records, and (c) modification or repair of products and/or Services only as authorized by the Contractor in writing. Failure to meet any such conditions renders the warranty null and void. Contractor is not responsible for normal wear and tear or damage including that due to environment or erosion, corrosion, or material deposits from fluids.

SECTION 11. CITY FURNISHED MATERIALS

11.1 Contractor shall credit the City for any City-furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of Contractor

SECTION 12. WORK AREA

12.1 The City shall maintain safe working conditions at the Services site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt and rubbish materials. Contractor has no responsibility or liability for the pre-existing condition of City's Tools, Facility or the Site. Prior to Contractor starting any work at City site, The City will provide documentation that identifies the presence and

condition of any Hazardous Materials existing in or about City's Tools, Facility or the Site that Contractor may encounter while performing under this Contract. The City shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. The City shall keep Contractor informed of changes in any such conditions. Upon completion of the scheduled Services or at the end of each day, whichever comes first, Contractor shall ensure that its work area is left in a clean, and safe condition.

12.2 Contractor shall broom clean the site area of work during the course of and upon completion of Services. If Contractor encounters Hazardous Materials in City's equipment or at the Site that require special handing or disposal, Contractor is not obligated to continue work affected by the hazardous conditions. In such an event, the City shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Contractor's work under the Contract may safely proceed, and Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Contractor's cost of, or time required for, performance of any part of the work.

12.3 Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 13. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

13.1 Contractor shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Contractor. Neither Contractor nor its workers shall attempt to borrow tools or other materials from City personnel.

13.2 Contractor shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

13.3 Contractor shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Contractor will not leave keys in any vehicles or equipment when not in use. Contractor shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

13.4 Neither the City or Contractor shall be responsible for the loss of tools or damage to the other party's equipment, or materials except to the extend such loss or damage is caused by the the responsible party or its personnel.

SECTION 14. DISPOSAL OF WASTE AND SCRAPS

14.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Contractor is solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials introduced, produced, or generated in the performance of the Services.

SECTION 15. SAFETY

15.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons at the work site , property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers (e.g., cones, tape, delineators, etc.) as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

15.2 The City shall maintain safe working conditions at the City site, including, , implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical, and hydraulic) using safe and effective lock-out/tag- out ("LOTO") procedures including piping and instrumentation diagram/drawing (PI&D), single line diagram for indicated systems and physical LOTO.

15.3 Contractor shall review review and inspect applicable health, safety, security, LOTO and environmental documentation, procedures, and conditions at the Service sitee.

15.4 If, in Contractor's reasonable opinion, the health, safety, or security of personnel or the Services site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from site, suspend performance of all or any part of the Agreement, and/or remotely perform or supervise work. If verified by City, any such occurrence shall be considered an excusable event subject to excusable event.

15.5 The City will make its Site medical facilities and resources available to Contractor's personnel who need medical attention. Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

15.6 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy

accessible at the work site. As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

15.7 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

15.8 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

15.9 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 17) and Contractor employees.

SECTION 16. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 17. CONTRACTOR PERSONNEL

17.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

17.2 Staffing

17.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

17.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

17.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

17.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

17.3 Employee Training

17.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

17.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

17.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

17.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services. Contractor may bill on a time and material basis for any on-site training required by the City.

17.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

17.4 Standards of Conduct

17.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

17.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

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17.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

17.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

17.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

17.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

17.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 18. E-BUILDER

18.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc.

SECTION 19. TRANSPORTATION, SHIPPING AND FREIGHT

19.1 Contractor shall be responsible for shipment and delivery of all required products, parts, materials, and equipment ('products") to City. Contractor will pay all freight charges which may be reimbursed subject to the terms of this Agreement. All products, parts, materials, and equipment shall be. entirely at Contractor's risk from the time they are placed in possession of the carrier for shipment to/from City until final acceptance by the City. Partial deliveries are permitted. Contractor may deliver products up to three (3) months in advance of the delivery schedule, provided such early delivery is approved in advance by the City. If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, the City shall notify Contractor within forty-five (45) days after receipt of the products.

19.2 Contractor will pack and ship all products, parts, materials, and equipment in accordance with good commercial practices.

19.3 Contractor shall ensure that products, parts, materials, and equipment are insured against "all risks" from the time the products, materials, and equipment are placed in the possession of the carrier for shipment to/from the City until received by the City at the location set forth in the applicable Purchase Order.

19.4 Contractor shall notify City at least sixty (60) minutes prior to arrival of any deliveries to City. City will provide a contact name and phone number to the Contractor.

19.5 If any Products to be delivered under this Agreement or if any the City equipment repaired at Contractor's facilities cannot be shipped to or received by The City when ready due to any cause attributable to the City or its other contractors, Contractor may ship such product or repaired equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Contractor places such Products or repaired equipment into storage, the following apply: (i) title and risk of loss immediately pass to the City, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Contractor upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Contractor related to the storage shall be payable by The City upon submission of Contractor's invoices; and (iv) when conditions permit and upon payment of all amounts due, Contractor shall make the stored products and/or repaired equipment available to The City for delivery. If requested by City, Contractor shall deliver the product to a storage facility designated by the City.

19.6 Risk of loss shall pass to the City upon delivery pursuant to Section 19.1, acceptance of Products shall be deemed to occur upon delivery; acceptance of Services shall be deemed to occur upon City's written acceptance of the Services.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. –Should the City not agree to the new rate structure, Contractor is under no obligation to carry out any Work for the City.

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2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Vendor Invoice + 20%
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Per diem will be billed for any portion of a day worked including travel days. The per diem is a daily charge covering expenses such as lodging, meals, laundry, standard communication expenses, fuel for rental car, and reasonable road tolls for all days.	Per Diem is included in the Labor Rates in Appendix B
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in	No Markup

Reimbursable Expense Schedule		Mark Up
	amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor and shall not be reimbursable by the City.	
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice to the City in accordance with the Purchase Order and based on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.2.4 Payment terms shall follow the payment terms and milestones included in the Proposal and approved by the City.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been completed. .

4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form mutually agreed to between Contractor and the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

Contractor is not required to commence or continue its performance unless and until any applicable Progress Payments have been received. For each day of delay in receiving any Progress Payments, Contractor shall be entitled to an equitable extension of time to durations or periods of time (if any) expressly agreed to by the Parties in the written schedule for performance and/or completion of the Services or any parts thereof. Except for payment disputes, if at any time Contractor reasonably determines that City's financial condition or payment history does not justify continuation of Contractor's performance, Contractor shall be entitled to require or suspend its performance or terminate the Services.

4.7 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

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APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

SECTION 1. RATES

1.1 Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 7 of Exhibit A. The rates applicable for the Services are listed below in Tables B1 and B2.

Table B1 – LABOR RATES*

LABOR CLASSIFICATION	STRAIGHT TIME HOURLY RATE	OVERTIME HOURLY RATE	DOUBLE TIME / HOLIDAY LABOR HOURLY RATE
Standard Field Representative	$299	$448	$598
Specialty Field Representative	$428	$642	$856
Site Manager	$439	$659	$879
Travel Time	At Straight Time Rate		

***Labor Rates Include Per Diem**

1.2 Time in excess of the normal workday/ work week will be billed at the overtime rate.

1.3 Over Time applies to billable hours on Saturdays and normal workday hours greater than 8 hours and less than 12 hours.

1.4 Double Time applies to billable hours on Sundays, holidays, and normal workday hours greater than 12 hours.

TABLE B2 – SERVICE RATES

SERVICE	UOM	RATE
Inspection Services		
Borescope Inspection (BSI)	One (1) Gas Turbine / per event	$7,800
Borescope Inspection (BSI)	Two (2) Gas Turbine / per event	$12,000
Semi-Annual Inspection	Per Event Gas Turbine	City Will Request Pricing At The Time A Work Request Is Issued.

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Annual Inspection (BSI, Package Inspection, Controls Calibration)	Per Event Per Gas Turbine / One Unit	$18,400
Annual Inspection (BSI, Package Inspection, Controls Calibration)	Per Event For Two Gas Turbines	$25,350
Advanced Monitoring And Predictive Solutions (AMPS)	Per Quarter	City Will Request Pricing At The Time A Work Request Is Issued.
Planned Maintenance		
Hot Section Exchange (HSE) With Combustor Exchange With Assumed Fallout Rates Outlined In Attachment E Inclusive Of Field Services	Per Gas Turbine	City Will Request Pricing At The Time A Work Request Is Issued.
Major Overhaul (Moh) With Assumed Fallout Rates Outlined In Attachment E For Lpc, Hpc, Hpt And Lpt Blades, Vanes, Nozzles And Shrouds. Inclusive Of Field Services	Per Gas Turbine	City Will Request Pricing At The Time A Work Request Is Issued.
Variable Stator Vanes (Vsv) Bushing Replacement	Per Event Per Gas Turbine	$145,000
Fuel Nozzle Overhaul/Exchange /Cleaning/ Inspection	Per nozzle	$4,200
Fuel Nozzle Replacement	One new nozzle	$9,950
Sprint Nozzle / On-Site Flow Check	Per Event Per Gas Turbine	$4,300

TABLE B3 – EQUIPMENT RATES

Equipment	**Daily Rate**
LM6000/LMS100 hot section workscope tooling	$12,716
LM2500/5000 hot section workscope tooling $7,226.05	$7,2266
LM500/1500/1600 hot section workscope tooling	$4,465
Engine or PT exchange workscope tooling	$3,532
Semiannual package inspection tooling	$2,539
Annual package inspection tooling	$2,891
Special package tooling work packages (PTK, FTK, Adre, emission, etc.)	$1,344
Standard package tooling work packages (Shaker, O-scope, precision, Impact, etc.)	$568
Minor package tooling work packages	$279

(Fanuc, Genius, etc.)	
Low pressure compressor workscope tooling	$2,706
High pressure compressor workscope tooling	$2,706
Borescope or boroblend tooling	$1,344
Level 1 work package tooling	$797
Includes engine exchange + LPC + SB220	$8,106
Oil system flush (turbine or generator)	$873
LMS100 Engine or PT exchange workscope	$2,784
LMS100 I&C Tool Conex	$1,563

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage for Contractor's protection, in broad form including coverage for liability assumed under contract, providing coverage for bodily injury and property. Policy limits shall be the following:

   $5,000,000 Each occurrence
   $5,000,000 General aggregate
   $5,000,000 Products/Completed Operations aggregate
   $5,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits of one million dollars ($1,000,000) each accident . Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000)

policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. Where permitted by law, this policy shall include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents to the extent of Contractor's indemnification and hold harmless obligations under this Agreement.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds to the extent of Contractor's indemnification obligations under this Agreement

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which an indemnified party may possess, including any self-insurance or self-insured retention they may have. Any other insurance an indemnified party may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. For each of the foregoing policies, in case of non-payment of premium, Contractor will provide to City, and will request that the insurer provide to City unless otherwise restricted by law, at least 10 days' advance written notice of cancellation.

   b. For each of the foregoing policies, GE will provide to Owner, and will request that the insurer provide to Owner unless otherwise restricted by law, at least 30 days' advance written notice of cancellation, except in the case of non-payment of.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

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E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same insurance coverage required of Contractor, and as applicable to its scope of work, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Contractor shall file with the City all certificates and relevant endorsements for the required insurance policies for City's evidencing insurance protection as required by this Agreement.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of relevant endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement.. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way

Duluth, GA 30096 John's Creek, GA 30097
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives, such approval not to be unreasonably withheld.

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EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional

documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City

Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

5. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

6. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates,

holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

7. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

8. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

9. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

10. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

11. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

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12. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

13. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.

14. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor’s address indicated for receipt of notices in this Agreement.

E. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor’s failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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EBIX Insurance No. S200005713

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND PROENERGY SERVICES, LLC

1. PARTIES AND DATE.

This Agreement is made and entered into on the date last signed by the Parties (the "Effective Date") by and between the City of Santa Clara, a municipal corporation organized under the laws of the State of California with its principal place of business at 1500 Warburton Avenue, Santa Clara, CA, 95050, State of California ("City") and **ProEnergy Services, LLC,** a Missouri limited liability company**, with its principal place of business at 2001 Pro Energy Boulevard, Sedalia, Missouri 65301** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing /maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to perform as-needed field and depot services and repairs ("Services"), as well as supply of equipment, parts, and materials("Equipment"), for gas turbine engines at Donald Von Raesfeld (DVR) Power Plant as set forth in this Agreement.

3. TERMS.

3.1 Purchase Orders; Order of Precedence.

From time to time during the Term, City may issue Purchase Orders for Services contemplated by this Agreement. Each Purchase Order accepted by Contractor shall be

deemed incorporated into and governed by this Agreement. This Agreement, together with its exhibits and any amendments thereto, shall exclusively govern all Purchase Orders issued by City and accepted by Contractor.

Any terms or conditions contained in any Purchase Order, request for services, work order, procurement document, invoice, acknowledgment, online portal, or other document that are different from, inconsistent with, or in addition to the terms of this Agreement are hereby rejected and shall be void and of no force or effect unless expressly accepted in a written amendment executed by authorized representatives of both Parties.

Nothing in this Agreement shall obligate Contractor to accept any minimum number of Purchase Orders or any particular Purchase Order issued by City. Contractor shall have sole discretion to accept or reject any Purchase Order. No Purchase Order shall be binding upon Contractor unless accepted in writing by Contractor or by Contractor's commencement of performance of the Services described therein.

3.2 Scope of Services and Term.

3.2.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional maintenance services necessary to perform the Services and supply the Equipment. The Services and Equipment are more particularly described in Exhibit "A" and the following Exhibits. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. This Agreement includes the following Exhibits:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance

Exhibit E – Contract Modifications

3.2.2 Term. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on **September 1, 2026** and terminate on **September 30, 2031** ("Initial Term").

After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional years through **September 30, 2036** ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services and supply the Equipment in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates Nico Procos, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Clint Jungerman, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.6 Coordination of Services and Equipment. Contractor agrees to work closely with City staff in the performance of Services and supply of Equipment and shall

be available to City's staff, consultants and other staff at reasonable times during working hours.

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed by the Contractor and shall not be re-employed to perform any of the Services.

3.3.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor in the applicable Purchase Order. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is mutually decided by the Parties. If the Parties cannot reach an amicable decision, either Party shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but

are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.3.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Services or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.3.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the performance of the Services any person found not to be in compliance with such requirements.

3.3.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to

undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.6 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Bay Area Air Quality Management District (BAAQMD). Although the BAAQMD limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by BAAQMD to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by BAAQMD or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed to City as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of

the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence the Services until it has provided evidence satisfactory to the City that it has secured all insurance requirements set forth in Exhibit C.

3.3.12 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3.13 Work Sites.

3.3.13.1 Inspection Of Site. If required, Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.13.2 Field Measurements. If required, Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.14 Warranty. Contractor warrants all Services provided and Equipment supplied under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or

faulty material and workmanship. The warranty term for all Equipment supplied under the applicable Purchase Order shall be for a period of twelve (12) months from the first use or eighteen months from the delivery date of the Equipment to a City-designated site, and for all Services provided by Contractor under the Purchase Order shall be for a period of twelve (12) months from the date Contractor has performed said Services. Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or Equipment or non-conformance of the Services or Equipment to the Agreement and Purchase Order, commence and prosecute with due diligence all Services or Equipment necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services (or Equipment) or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for the remainder of the original warranty term or120 days from the rework completion, whichever is longer.

Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All warranted repairs and replacements (other than Services performed at site) shall be made Ex-Works Contractor's designated facility (per Incoterms, latest version) unless otherwise agreed in writing. Notwithstanding the foregoing, all transportation costs associated with such corrective actions and testing of the Equipment, shall be the sole responsibility of the Contractor; provided, however, that if the applicable warranty claim is ultimately determined not to constitute a warrantable defect attributable to Contractor, Owner shall be responsible for all transportation, testing, inspection, removal, installation, and related costs associated with such claim. Removal and installation costs associated with the corrective actions shall be included in Contractor's warranty responsibility if removal and installation was part of the Services included and described in the applicable Purchase Order. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement; provided, however, that Contractor shall use commercially reasonable efforts to obtain and assign to the City those warranties and guarantees that are assignable and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City , to the extent such warranties and guarantees are not assigned to the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Services (or Equipment) and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. The duties, liabilities and obligations of Contractor hereunder do not extend to any repairs, adjustments, alterations, replacements or maintenance that may be required as a result of normal wear and tear, normal degradation in the

Equipment (including Services provided) or as a result of (a) improper repair or alteration by City or other persons , (b) misuse, negligence or damage by City or other persons, and (c) failure of City to materially comply with the Contractor's or the manufacturer's written instructions regarding the operation or maintenance of the Equipment. The warranty and remedies are further conditioned upon (i) the proper storage, installation, operation and maintenance of the Equipment and conformance with the operation and instruction manuals provided by the suppliers and manufacturers and (ii) repair or modification pursuant to the instructions of the suppliers and manufacturers and as otherwise directed by Contractor.

This section of the Agreement sets forth the exclusive remedies for all warranty claims based on failure of or defect in the equipment (including services provided) whether the failure arises before, during or after the warranty period. NO IMPLIED, STATUTORY, OR COMMON LAW WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY.

3.4 Fees and Payments.

3.4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The maximum compensation of this Agreement is **Ten Million Dollars ($10,000,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance without written approval of the City Manager or City Council, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.4.2 Payment of Compensation. Contractor shall submit invoices according to Exhibit B. Unless otherwise agreed, payment shall be made net thirty (30) days after receipt of invoice .

3.4.3 Deductions. City may in good faith deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) failure to prosecute the Services in accordance with the requirements of this Agreement or the applicable Purchase Order by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.4.4 Reimbursement for Expenses. Contractor shall submit reimbursable

expenses according to Exhibit B.

3.4.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4.6 Prevailing Wages. In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

3.4.7 Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

3.5 Termination of Agreement.

3.5.1 Termination for Convenience. City may, by written notice to Contractor, terminate the whole or any part of an applicable Purchase Order) at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In the event of a termination for convenience, Contractor shall immediately cease the affected Services in an orderly manner and take commercially reasonable steps to mitigate costs. City shall pay Contractor: (i) for all Services properly performed under the Purchase Order through the effective date of termination(ii) for all reasonable and documented costs and expenses incurred prior to the effective date of termination in connection with commitments, purchase orders, subcontracts, materials, equipment, and other obligations entered into by Contractor in furtherance of the Services that cannot be cancelled, returned, reassigned, mitigated, or otherwise reasonably reused by Contractor; and (iiiv) all reasonable and documented demobilization, subcontractor closeout, and termination-related costs actually incurred by Contractor as a result of such termination. Notwithstanding the foregoing, these termination costs cannot the maximum compensation amount set forth in the applicable Purchase Order.

3.5.2 Termination for Cause. Either City or Contractor may terminate the Agreement (or applicable Purchase Order) for cause if the other party materially breaches its obligations under the Agreement (or applicable Purchase Order). The non-breaching party shall provide written notice specifying the nature of the breach in reasonable detail, and the breaching party shall have thirty (30) days after receipt of such notice to cure the breach; provided, however, that if the breach is not reasonably capable of being cured within such thirty (30)-day period, the breaching party shall have such additional period as is reasonably necessary to complete the cure, so long as it promptly commences and diligently pursues such cure.

If the breaching party fails to cure the breach within the applicable cure period, the non-breaching party may terminate the Agreement (or applicable Purchase Order) for cause upon ten (10) days' prior written notice.

Termination for cause shall be in addition to, and not in lieu of, any other rights or remedies available to the non-breaching party at law or in equity arising from such breach. Subject to the terms of this Agreement and applicable law, the non-breaching party may pursue all remedies available as a result of the uncured breach. Notwithstanding the foregoing, in the event City terminates the Agreement (or a Purchase Order) for cause, Contractor shall remain entitled to payment for all undisputed amounts due for Services properly performed prior to the effective date of termination.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

ProEnergy Services,
LLC 2001 ProEnergy
Blvd
Sedalia, Missouri 65301
Attn: Jeff Canon

City:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all third-party claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity,

regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.6.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all third-party Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with the Services.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Neither Party shall assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.18 Exhibit E. Exhibit E modifies the terms of the Agreement, attached hereto and incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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SIGNATURE PAGE FOR AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SANA CLARA
AND PROENERGY SERVICES, LLC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: _____

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

PROENERGY SERVICES, LLC
a Missouri limited liability corporation

Dated: _____
By (Signature): _____
Name: Lance Herrington
Title: VP Commercial Operations
Principal Place of Business Address: 2001 ProEnergy Boulevard, Sedalia, MO 65301
Email Address: lherrington@proenergyservices.com
Telephone: 660-829-5100

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EXHIBIT A
SCOPE OF SERVICES

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SECTION 1. GENERAL

1.1 Contractor shall provide all necessary supervision, labor, tools, equipment, materials, and supplies required to perform Field and Depot Services, including Parts and Repairs, for Gas Turbine Engines ("Services") at the Donald Von Raesfeld (DVR) Power Plant for Silicon Valley Electric, the Electric Utility of the City of Santa Clara (hereinafter "City" or "SVP").

1.2 Contractor shall perform the Services in accordance with generally accepted industry best practices and the original equipment manufacturer (OEM) specifications. Any deviations must be approved in writing by City.

1.3 Contractor will primarily perform Services in City of Santa Clara limits.

1.4 Contractor will primarily perform Services on SVP's General Electric or GE Vernova (GE) LM6000PC gas turbine engines, either onsite at the DVR Power Plant within the City of Santa Clara or at Contractor's depot facility.

SECTION 2. SERVICES TO BE PERFORMED

2.1 Field Support Services – Contractor shall:

2.1.1 Provide scheduled maintenance activities including, but not limited to:

2.1.1.1 Semi-annual routine inspections

2.1.1.1.1 Conduct approximately every 4,000 operating hours or based on engine condition determined by semi-annual inspections

2.1.1.1.2 Perform borescope examination, visual inspection, full system checks, and calibration of critical components to ensure reliable performance

2.1.1.1.3 Review borescope results and plan for next borescope or any required maintenance.

2.1.1.2 Hot section rotable exchange services

2.1.1.2.1 Perform onsite during a planned outage every 14,000-16,000 hours of gas fuel operation or based on engine condition determined by semi-annual inspections

2.1.1.2.2 Replace the hot section components with refurnished or new portable parts to maintain efficiency and reduce downtime

2.1.1.3 Overhaul major gas turbine engine

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2.1.1.3.1 Perform complete overhauls approximately every 50,000 hours or based on engine condition determined by semi-annual inspections at an overhaul depot.

2.1.1.3.2 Conduct complete disassembly and detailed engine inspections

2.1.1.3.3 Reassemble using a combination of new, refurbished, and serviceable components

2.1.1.3.4 Perform testing in a controlled test cell environment and post-overhaul function checks

2.1.2 Provide on-site services, including but not limited to:

2.1.2.1 Review latest recommendations, improvements, and technical information letters and recommend which should be implemented.

2.1.2.2 Perform a full borescope inspection, package inspection, controls inspections and calibrations as needed

2.1.2.3 Implementation of product bulletins, service bulletins, and other OEM recommendations

2.1.2.4 Perform preventive and corrective maintenance and inspections perform on the exterior of installed gas turbine

2.1.2.5 Remove and install gas turbines

2.1.2.6 Separation of generator and power turbine

2.1.2.7 Turbine preservation and shipping

2.1.2.8 Verify full alignments

2.1.2.9 Troubleshoot all aspects of package and engine problems

2.1.2.10 Perform repairs and remedial measures identified during inspection and maintenance including but not limited to on-site Level 1 or 2 maintenance work packages if needed.

2.2 Depot Services - Contractor shall:

2.2.1 Complete disassembly and assembly of modules down to individual piece parts

2.2.2 Repair, recondition, and replace of piece parts and accessories

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2.2.3 Gas generator, gas turbine and/or power turbine testing in test cell as per GEK 112163.

2.2.4 Repair and replace high and low pressure compressor (HPC/LPC) components

2.2.5 Replace hot section and combustor components

2.2.6 Replace internal engine components

2.2.7 Transport equipment from the City to Contractor's depot facility

2.2.8 Provide inspections services, including but not be limited to:

2.2.8.1 Review latest recommendations, improvements, and technical information letters and advice on implementation

2.2.8.2 Review borescope results and plan subsequent borescope inspections or required maintenance

2.2.9 Remedial measures

2.2.9.1 Address issues discovered during turbine inspections

2.2.9.2 Restore gas turbine system to optimal operating condition

2.3 Other as-needed services

2.3.1 Develop and implement routine, preventive and condition-based maintenance programs

2.3.2 Institute comprehensive reporting procedures to ensure close communication with City staff

2.3.3 Supply parts as required to maintain, repair, and perform services

2.3.4 Provide rental of temporary engines and related equipment as needed to support engine functionality during maintenance and repairs

2.3.5 Provide miscellaneous field support and depot services

SECTION 3. SPECIFIC REQUIREMENTS

3.1 Contractor shall be responsible for providing the following, as required for the Services:

3.1.1 Supervision and administrative support

3.1.2 Program and project management services

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3.1.3 Scheduling and logistical planning

3.1.4 Subcontractor management

3.1.5 On-site certified forklift operator

3.1.6 Expedited procurement and transportation of materials, parts, and equipment when requested by the City.

SECTION 4. REPORTS

4.1 Service Reports

4.1.1 Within seven (7) days after written final acceptance by the City of Services, Contractor shall provide a report to the City, which shall include the following information:

4.1.1.1 Description of the Services performed

4.1.1.2 Summary of existing conditions

4.1.1.3 Description of noted issues/deficiencies (including photos, where applicable) and recommended corrective action

4.1.1.4 Summary of parts and materials provided by Contractor, including serial number of all parts removed and installed

4.1.1.5 Any information that may be requested by the City

4.1.2 For Borescope service finding reports, Contractor shall communicate to the City as follows:

4.1.2.1 Verbally on the same day or within 12 hours

4.1.2.2 Within 24 hours, send an email with photos, location, dimensions, and other information describing the finding.

4.1.2.3 Within 72 hours, send photos, location, dimensions, measurements and engineering disposition.

4.1.2.4 Within 7 calendar days, send a full report in electronic format (e.g., PDF, Word).

4.2 Status Reports

4.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed throughout the Term, as requested by City.

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4.2.2 City may, at its sole discretion, require Contractor to provide status updates daily (for work performed at DVR), weekly, or monthly at the direction of City.

4.3 Contractor shall provide all reports in electronic format if requested by the City.

SECTION 5. COMPLETION OF SERVICES

Contractor shall perform and complete the Services in a timely, efficient manner, Contractor shall also (1) ensure the site is restored to its condition at the issuance of the applicable Purchase Order, and (2) equipment and/or system is operational as soon as possible.

SECTION 6. SCHEDULING AND PLANNING

6.1 Contractor shall coordinate with City to schedule the performance of Services including, if applicable, scheduling outages. When requested by City, Contractor shall plan, staff and execute scheduled Services according to a mutually agreed upon schedule.

6.2 Contractor will generally perform the Services during the City's regular business hours, Monday through Friday, excluding City holidays, unless otherwise approved by the City in writing. City may, at its discretion, authorize or required Contractor to perform Services during non-business hours.

6.3 Contractor shall provide a response no more than 48 hours during standard working hours to a request made by the City for technical support. . Contractor shall provide an emergency contact phone number at which an individual can be reached at any time. Contractor shall respond via phone or email to an emergency request within 24 hours of the City's notification. Contractor and City shall mutually agree on scheduling the required emergency service.

6.3.1 Contractor shall make reasonable efforts to be on-site within 48 hours of notification to perform the Services.

6.3.2 Contractor shall repair the affected equipment or resolve the emergency as soon as reasonably possibly but in no event later than seven (7) business days from notification, unless a later timeframe is mutually agreed upon by the Parties in writing. If Contractor immediately notifies City that it cannot complete the foregoing within this timeline, Contractor shall provide the City within three (3) business days (or such additional time period as City may authorize in writing) a written plan and schedule for completion.

SECTION 7. SERVICE REQUEST

7.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services as set forth in this Section 7. The City does not guarantee that any specific service

will be authorized under this Agreement. This Section 7 contains the process for awarding Services under a master agreement process.

7.2 When the City requires services, City will notify contractor(s) under contract to provide a written proposal. City will provide a description of the Services required and any other pertinent information (Work Request).

7.3 Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, and reimbursable expenses, in accordance with Exhibit B.

7.4 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor, including negotiate the scope, schedule, staffing, and pricing.

7.5 Authorization of Work; Issuance of Purchase Order

7.5.1 If there are multiple firms, the City will select a contractor proposal based on evaluation/award criteria established by the City. If City accepts Contractor's proposal, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.5.2 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

7.5.3 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

7.6 Additional Services or Modifications

7.6.1 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

7.6.2 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.6.3 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 7.2.

7.6.4 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

7.7 Immediate Need / Interim Work Orders

7.7.1 The City may authorize Contractor to proceed with work on an interim basis through written or verbal authorization pending issuance or amendment of a formal Purchase Order for immediate need in the following circumstances:

7.7.1.1 In the event work is required to address or deal with a threat to public health or safety, loss of or damage to property, or serious disruption to essential services.

7.7.1.2 In the event work is required to maintain a critical City function or project schedule.

7.7.2 Each interim authorization shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

7.7.3 Following issuance of an interim authorization, Contractor shall promptly submit a detailed written Proposal to City consistent with this Agreement. The Proposal shall include all services required including those services already completed or initiated, and associated rates and costs. All work performed under an interim authorization is subject to cost validation, and the City reserves the right to disallow or adjust any costs not consistent with the terms of this Agreement.

7.7.4 If the City approves the Proposal, the City will issue a Purchase Order as soon as reasonably practicable. Any such Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

7.8 A Purchase Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Purchase Order, even if the Proposal or Purchase Order expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal or Purchase Order are invalid and unenforceable. The order of

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precedence is as follows: (1) Agreement and any exhibits or amendments thereto, (2) Purchase Order, and (3) Proposal.

7.9 The City may terminate a Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination. The City shall have no liability for Services not yet performed or deliverables not yet commenced as of the date of termination.

SECTION 8. WORKMANSHIP

8.1 All parts and/or components replaced or newly installed in the system shall be factory new and free of defects in title, materials and workmanship at the time of their delivery and installation. However, if approved by the City in writing including as part of a Purchase Order, Contractor may use rebuilt parts or new parts from another manufacturer if such alternate parts and/or components are approved by the original manufacturer and/or City for use in the specific piece of equipment of the system.

8.2 Poor or inferior workmanship, as determined at the sole discretion of the City, shall be removed and replaced to conform to the quality standards of the industry, or otherwise corrected to the City's satisfaction, at Contractor's sole expense.

8.3 City reserves the right to inspect any Services performed by Contractor and its subcontractors. If, upon inspection, the City determines that there is any unsatisfactory or defective Services, the Contractor must correct the Services at no additional cost to the City.

SECTION 9. PERMITS AND LICENSES

9.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation in order to perform the Services.

9.2 Contractor is responsible for obtaining an 811-dig permit for any Services that require digging.

SECTION 10. CITY FURNISHED MATERIALS

Contractor shall credit the City for any City-furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of Contractor.

SECTION 11. WORK AREA

11.1 Contractor shall maintain all work areas, where Services or related work are being performed, in a clean and orderly condition at all times. The work area shall be kept free from surplus materials, waste materials, debris, spills, dirt, rubbish, or other refuse caused by Contractor's performance of Services. Upon completion of the scheduled Services or at

the end of each day, whichever comes first, Contractor shall ensure the work area is left in a clean, safe, and secure condition. The City shall be the sole judge as to the adequacy of the cleanup.

11.2 Contractor shall comply with all City requests regarding cleanup both during the course of and upon completion of Services. If Contractor fails to clean the work area within forty-eight hours (48) after demand by the City, City may charge Contractor for any costs of clean-up or other services required to adequately protect City property or restore work area to a safe condition. City may invoice Contractor or deduct costs from Contractor's invoice at City's sole discretion.

11.3 Where applicable, Contractor must provide work and traffic control signage to warn pedestrians and vehicular traffic of work in progress. Contractor may be required to safely direct pedestrians and traffic around the work area and provide all equipment, personnel, and materials necessary to properly perform the traffic control measures, including but not limited to, flaggers, cones, reflectors, electronic signs, barricades, caution tape, temporary paving, or steel plates.

11.4 Contractor shall make all reasonable efforts to minimize obstructions and inconvenience to City operations, employees, and the public during the performance of Services.

SECTION 12. CONTRACTOR'S EQUIPMENT, TOOLS, AND MATERIALS

This Section applies only if the performance of Services requires the use of physical tools, equipment, vehicles, or materials.

12.1 Contractor shall provide all equipment, tools (including any specialty tooling), and materials required for the performance of the Services. City will not loan tools or equipment to Contractor. Neither Contractor nor its workers shall attempt to borrow tools or other materials from City personnel.

12.2 Contractor shall maintain tools and equipment in proper operating condition and used only for the purpose for which they were designed. City reserves the right to suspend Services if improper tools or equipment are being used or operated.

12.3 Contractor shall safely store and secure tools, equipment, and vehicles under lock and key when not in use. Contractor will not leave keys in any vehicles or equipment when not in use. Contractor shall promptly report to the City any loss or damage to tools, equipment, or vehicles.

12.4 City will not be responsible for the loss of tools, equipment, or materials.

SECTION 13. DISPOSAL OF WASTE AND SCRAPS

13.1 All wastes generated or encountered in the performance of Services must be managed in accordance with all applicable local, State, and federal regulations and laws. Contractor is

solely responsible for arranging and implementing proper handling, management, storage, transport, and disposal of all wastes including any hazardous materials.

13.2 Contractor shall provide the City with a written report of all material disposals within twenty-four (24) hours of such disposal, unless a shorter reporting period is required by applicable law or regulation.

13.3 Contractor shall recycle or salvage all materials, where feasible, and shall credit the value of any recycled or salvaged materials to the City.

SECTION 14. SAFETY

14.1 Safety must always be the top priority. Contractor shall take all necessary precautions for the safety of all persons, property, and the public during the performance of Services. Contractor shall install and maintain appropriate safeguards, warning signs, and barriers as required by applicable law and the conditions of work, and post warnings against known or unusual hazards.

14.2 Where applicable, Contractor shall perform all Services in accordance with accepted industry standards and practices, including but not limited to the National Fire Protection Association (NFPA) Codes NFPA 70, 70B, and 70E, National Electrical Manufacturer's Association (NEMA), NETA, and IEEE standards.

14.3 If required by applicable law due to the nature of the Services, Contractor shall maintain a written Injury and Illness Prevention Program (IIPP) in compliance with Section 3203, Title 8 of the California Code of Regulations (CCR). The IIPP shall include specific instructions with regard to hazards unique to the employee's job assignment. Contractor shall make a copy available to the City upon request and shall keep a copy accessible at the work site.

14.4 As applicable, Contractor shall conduct safety inspections as necessary and as may be requested by the City to identify and correct unsafe conditions and practices. The City reserves the right to accompany Contractor during these inspections.

14.5 Where applicable, Contractor must comply with all site-specific safety requirements and procedures, including but not limited to Lockout/Tagout (LOTO), Energy Isolation, Confined Space, Fall Protection, Chemical Safety, Hazardous Waste, and Personnel Protective Equipment (PPE). Contractor must comply with SVP's clearance program for equipment safety requirements. City will provide the clearance program to the Contractor.

14.6 Where applicable, Contractor's employees (including any subcontractors) must use appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing. Any required PPE and FR clothing shall be provided at the expense of Contractor.

14.7 When requested by the City, Contractor shall provide an on-site Safety Manager/Supervisor to ensure compliance with all applicable safety rules and regulations. The onsite Safety Manager will perform daily audits and submit daily reports to the City that identify discrepancies or non-compliance, and provide direction in regards to safety rules

and regulations to Contractor Project Manager/On-Site Supervisor (as defined in Section 17) and Contractor employees.

SECTION 15. INJURY/PROPERTY DAMAGE

Contractor shall notify the City immediately in the event of an injury or property damage that occurs during the performance of Services. Contractor shall investigate the reported injury or damage upon request from City and provide City with regular updates including all accident reports until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist as required.

SECTION 16. CONTRACTOR PERSONNEL

16.1 Project Manager/On-Site Supervisor

Contractor must designate one (1) Project Manager or On-Site Supervisor to communicate with the City during the performance of Services. The Project Manager/On-Site Supervisor is the designated point of contact for the City to communicate tasks and receive feedback. The Project Manager/On-Site Supervisor must be capable of communicating effectively with City staff.

16.2 Staffing

16.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

16.2.2 Contractor shall ensure its employees and any subcontractors supply proper identification when requested by the City.

16.2.3 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

16.2.4 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

16.3 Employee Training

16.3.1 At Contractor’s sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subcontractors) appropriate to the duties and responsibilities of each employee.

16.3.2 It is essential that all employees be thoroughly trained and familiar with the equipment and procedures to be followed.

16.3.3 Contractor's training program shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws, including but not limited to safety and injury prevention training requirements contained in the OSHA standards.

16.3.4 Contractor shall be familiar with SVP's operating standards. Where applicable, all employees are required to watch SVP's safety video once per calendar year or prior to the commencement of the Services.

16.3.5 At the City's request, Contractor shall submit copies of training records for its employees.

16.4 Standards of Conduct

16.4.1 Contractor is solely responsible for its employees while on or about the work site. This includes but is not limited to, maintaining discipline, ensuring standards of conduct are adhered to, and enforcing safety policies, procedures, and orders. Contractor shall ensure that while on or about the work site, its employees do not:

16.4.1.1 Display a discourteous, abrupt, abrasive, or belligerent attitude.

16.4.1.2 Use any prescribed or over-the-counter medications which can potentially impair the employee's ability to perform the Services safely.

16.4.1.3 Present or identify themselves as employees of the City of Santa Clara.

16.4.1.4 Possess or use any firearms, narcotics, drugs, intoxicants, or other restricted materials while on City premises or performing Services.

16.4.2 If a Contractor employee fails to meet these standards of conduct, Contractor shall immediately remove the employee and provide a replacement. Contractor shall determine appropriate disciplinary actions in accordance with its own policy, a copy of which may be requested by the City at any time.

16.4.3 In the event that a complaint is made against a Contractor employee, Contractor shall notify the City immediately and provide a written explanation detailing how the situation was resolved.

SECTION 17. E-BUILDER

17.1 Use of e-Builder. When required by City, Contractor shall use e-Builder for submission of data and documents to City throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc.

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SECTION 18. TRANSPORTATION, SHIPPING AND FREIGHT

18.1 Contractor shall be responsible for shipment and delivery of all required products, parts, materials, and equipment to City. Contractor will pay all freight charges which may be reimbursed subject to the terms of this Agreement. All products, parts, materials, and equipment shall be entirely at Contractor's risk from the time they are placed in possession of the carrier for shipment to/from City until final acceptance by the City.

18.2 Contractor will pack and ship all products, parts, materials, and equipment in accordance with good commercial practices.

18.3 Contractor shall ensure that products, parts, materials, and equipment are insured against "all risks" from the time the products, materials, and equipment are placed in the possession of the carrier for shipment to/from the City until received by the City at the location set forth in the applicable Purchase Order.

18.4 Contractor shall notify City at least sixty (60) minutes prior to arrival of any deliveries to City. City will provide a contact name and phone number to the Contractor.

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EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage

determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. REIMBURSABLE EXPENSES

Contractor may pass through certain costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Expenses shall be reimbursable only to the extent that (1) Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Contractor demonstrates that such expenses are not already included in the hourly rates or unit prices, where applicable, (3) such expenses were approved by the City in advance pursuant to Section 7.3 of Exhibit A, including issuance of a Purchase Order, (4) Contractor submits itemized receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts, materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by Contractor).	Not to exceed 10 %
4.	Contractor may charge allowable mileage at the prevailing IRS rate per mile for business related travel. However, Contractor must submit backup documentation that includes the travel start and end locations, travel dates, and corresponding mileage cost. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Contractor (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA) https://www.gsa.gov/travel-resources. Airfare and Rental Car: Airfare and rental car expenses, where applicable shall be	No Markup

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	Reimbursable Expense Schedule	Mark Up
	reimbursed at economy rates. Meals: Contractor may request reimbursement either as a meal per diem or for actual meal expenses, up to the applicable GSA per diem rate. When claiming per diem, receipts are not required. However, when claiming actual meal expenses, itemized receipts are required, and reimbursement shall not exceed the applicable GSA rate for each meal. If the Contractor pays its employees a per diem rate lower than the GSA rate, the Contractor may not charge the City for any difference between the amount paid and the GSA rate. Lodging: Lodging costs shall be reimbursed at actual cost, not to exceed the applicable GSA lodging rate. Itemized lodging receipts are required for reimbursement. If Contractor elects to use corporate housing, a personal residence, or a relative's home in lieu of commercial lodging during the project engagement, written authorization from the City is required. Upon such authorization, the City shall reimburse Contractor for housing costs up to fifty percent (50%) of the applicable GSA lodging per diem rate for the project location. This reimbursement shall be provided in lieu of hotel lodging costs and shall not exceed the actual amount incurred, if any. Contractor shall certify in writing that no other lodging reimbursement is being claimed for the same period.	
6.	Other travel expenses such as taxi, parking, and tolls.	No Markup
7.	Contractor may provide tips or gratuities only in accordance with standard business practices and in amounts not to exceed twenty percent (20%) of the applicable charge. Any gratuities provided must be customary to the industry and shall not be charged to the City unless expressly authorized in writing. Any non-customary gratuities or tips exceeding this cap shall be the sole responsibility of the Contractor	No Markup

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Reimbursable Expense Schedule		Mark Up
	and shall not be reimbursable by the City.	
8.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. PAYMENT PROVISIONS

4.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

4.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

4.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

4.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

4.2.1 Invoices must include the following information:

4.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

4.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

4.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

4.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

4.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

4.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

4.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

4.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

4.7 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

4.8 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

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APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

SECTION 1. RATES

Contractor shall charge, and the City shall pay for actual Services rendered and authorized according to the process outlined in Section 7 of Exhibit A. The rates applicable for the Services are listed below in Table B1 and Table B2.

Table B1 – LABOR RATES

LABOR CLASSIFICATION	STRAIGHT TIME HOURLY RATE	OVERTIME / HOLIDAY LABOR HOURLY RATE
Sr. Aero Field Technician	$246.00	$329.00
Sr. Aero Field Technician I&C	$246.00	$329.00
Mapper	$362.50	$486.00
Aero Field Technician	$229.00	$314.00
Technician I&C	$229.00	$314.00
Technician – LM Depot	$125.00	$146.00
Travel	At Straight Time Rate	

TABLE B2 – SERVICE RATES

SERVICE	UOM	RATE
Inspection Services (includes equipment)		
Borescope Inspection (BSI)	One (1)	$6,035
Semi-Annual Inspection	Per Event Gas Turbine	$13,450
Annual Inspection (BSI, Package Inspection, Controls Calibration)	Per Event Per Gas Turbine	$23,835
Advanced Monitoring And Predictive Solutions (AMPS)	Per Quarter	$20,000
Planned Maintenance (includes equipment)		
Hot Section Exchange (HSE) With Combustor Exchange With Assumed Fallout Rates Outlined In Attachment E Inclusive Of Field Services	Per Gas Turbine	$2,510,000

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Major Overhaul (Moh) With Assumed Fallout Rates Outlined In Attachment E For Lpc, Hpc, Hpt And Lpt Blades, Vanes, Nozzles And Shrouds. Inclusive Of Field Services	Per Gas Turbine	$5,720,000
Variable Stator Vanes (Vsv) Bushing Replacement	Per Event Per Gas Turbine	$82,850
Fuel Nozzle Overhaul/Exchange	Per Event Per Gas Turbine	$55,625
Sprint Nozzle Overhaul/Exchange	Per Event Per Gas Turbine	$90,595

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each occurrence
   $4,000,000 General aggregate
   $4,000,000 Products/Completed Operations aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

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C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice

has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to d review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

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G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D
LABOR COMPLIANCE

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage

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statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

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K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.ach job site.

5. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

6. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

7. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

8. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractors shall submit certified payroll through LCP Tracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

9. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

10. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

11. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

12. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

13. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

14. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

L. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Exhibit shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

M. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Exhibit.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

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EXHIBIT E
CONTRACT MODIFICATIONS

Section 3.3.15 is hereby added to the Agreement to read as follows:

3.3.15 Bond Provisions.. Should, in City's sole and reasonable opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

Section 3.3.13.1 is amended to read as follows:

3.3.13.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. Following a site visit Contractor shall issue a written report to the City which will include a list of any conditions that may impact the schedule or cost in Contractor performing its Work. No claim for allowances–time or money–will be allowed as to such matters that could have been reasonably discovered or foreseen as part of any such site visit if the site visit occurs prior to the parties executing the contract.

Section 3.6.3 is amended to read as follows:

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in the State and Federal courts of California located in Santa Clara County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit

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based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

Section 3.6.4 is amended to read as follows:

3.6.4 Time. Time is an important and material term for each and every provision of this Agreement. If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, which shall be equal to the period of time lost by the delay plus such additional time reasonably necessary to overcome the delay as agreed to by City and Contractor. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation.

A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

Section 3.6.15 is amended to read as follows:

3.6.15 Authority to Enter Agreement. Contractor and City each has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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Section 3.6.17 Entire Agreement is amended to read as follows:

3.6.17 Entire Agreement: This Agreement, including the Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by both parties. The parties have agreed to modify certain provisions in the Agreement as set forth in Exhibit E. In the event of any conflict between the terms set forth in Exhibit E and the Agreement, or any other Exhibits hereto, the terms in Exhibit E shall control.

Section 3.6.19 is added to the Agreement to read as follows:

3.6.19 Limitation of Liability. The total liability of Contractor for all claims of any kind, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, the applicable Purchase Order or its work shall in no case exceed the total contract price set forth in section 3.4.1plus any insurance proceeds recovered under the coverages furnished by Contractor under the Agreement. Notwithstanding the foregoing, the foregoing liability limitation shall not apply in cases of (a) Contractor's indemnification or hold harmless obligation, and (b) employee claims, personal injury to a third party or damage to property of a third party..

Section 3.56.20 is added to the Agreement to read as follows:

3.6.20 Waiver of Consequential Damages. Notwithstanding anything in this Agreement or at law to the contrary, Contractor shall in no event be liable for exemplary, special, incidental, indirect or consequential damages of any kind including, but not limited to, loss of use, profits or revenue. Contractor shall have no liability for its competent performance of instructions given by City or its personnel or representatives in the event such instructions prove to be defective.

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DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT

AGREEMENT No. CIT012-21-MSA-6LM-04-C

BETWEEN:
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
(the "Customer")

and

TransCanada Turbines Inc.
("TCT" or "Contractor")

☐ East Coast Office
6420 Deere Road- Suite 1
Syracuse, NY 13206
Phone: (315) 668-8285

☐ 11221 Cutten Rd. – Bldg 4
Houston TX 77066
Phone: (281) 880-2900
Fax: (281) 880-2992

☒ West Coast Office
4308 Resnik Court – Suite 208
Bakersfield CA 93313
Phone: (661) 836-4070
Fax: (661) 836-4355

TRANSCANADA TURBINES INC.

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT

This Depot Service, Field Support and Part(s) Supply Master Agreement is effective this ____ day of April 2021 (the "**Effective Date**").

TCT and the Customer may be referred to individually as the "**Party**" or collectively as the "**Parties**".

WHEREAS the Customer is an industrial owner/operator of certain General Electric ("**GE**") gas turbines and requires a service provider to repair and overhaul their fleet of gas turbines;

WHEREAS TCT is a Service Company authorized to repair and overhaul GE industrial gas turbines;

WHEREAS the Customer and TCT desire to enter into this Agreement for the purposes of setting out the terms and conditions under which TCT will perform certain services relating to the repair and overhaul of the Customer's GE gas turbines. Such services are further outlined in Exhibit A attached and incorporated by reference;

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement, including the Recitals and Schedules hereto, in addition to any terms defined elsewhere herein, the following terms have the meanings ascribed under this article:

1.1.1. "Agreement" shall mean this document for the provision of services by TCT.

1.1.2. "Claim" or "Claims" means all claims, damages, liabilities, losses, demands, liens, encumbrances, causes of action of any kind, obligations, costs, judgments, interest, and awards (including, without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favor of the Person asserting the Claim), whether created by law, contract, tort, negligence, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with this Agreement or the performance of the Services under this Agreement.

1.1.3. "Customer" means the Customer and references thereto shall include: (i) the Customer's affiliates and subsidiaries; (ii) the Customer's other contractors; (iii) the Customer's co-venturers, co-owners, owners, partners, joint venturers, co-lessees, co-working interest owners, and their respective affiliates; and (iv) the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, and employees of all of the foregoing.

1.1.4. "Depot Services" means any services to be performed at TCT's depot facilities located in North America.

1.1.5. "Engine" means an industrial gas generator GE LM2500, LM2500+ and/or LM6000 and the subassembly or parts, or any combination of Engine, subassembly or parts.

1.1.6. "Field Service Technicians" means TCT's qualified employees providing Services to the Customer pursuant to this Agreement.

1.1.7. "Field Support Services" means all repairs and maintenance which can feasibly be undertaken by TCT's Field Service Technicians at Customer's field site and requested by

the Customer to be undertaken at the Customer's field site. The services may also include materials/Parts supplied by TCT to the Customer for its Engine pursuant to this Agreement.

1.1.8. "Incoterms 2010" means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication, "Incoterms" 2010 Revision, as amended from time to time.

1.1.9. "Instrument and Controls Technician" means a Field Service Technician specializing in gas turbine on & off engine instrumentation, fuel governing, and gas turbine control system interface.

1.1.10. "Mechanical Technician" means a Field Service Technician specializing in the mechanical inspection and repair of gas turbine engine components, excluding any electrical or instrumentation.

1.1.11. "OEM" means the original equipment manufacturer of an Engine.

1.1.12. "Part" or "Parts" means any Part or component comprising the Engine or the Engine package and acquired from the OEM, from a source approved by the OEM or by TCT, and includes reconditioned serviceable Parts.

1.1.13. "Parties" means TCT and the Customer and "Party" means either one of them.

1.1.14. "Parts Supply" means the provision of Parts including materials, supplies, components and any Services necessarily incidental thereto, by TCT to the Customer.

1.1.15. "Person" means any individual or entity, including, without limitation, any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or government (including any board, political subdivision or other body thereof).

1.1.16. "Proposal" means a written quotation submitted by TCT for the performance of Services on a lump sum or unit price basis to the Customer.

1.1.17. "Purchase Order" means the Customer's written document confirming its acceptance of the Services to be undertaken by TCT strictly pursuant to the terms and conditions of this Agreement.

1.1.18. "Services" means all Field Support Services and Parts Supply to be carried out and/or performed by TCT pursuant to this Agreement.

1.1.19. "TCT" means TransCanada Turbines Ltd or TransCanada Turbines Inc.

1.1.20. "Work Authorization Form" means the document depicted in Exhibit E which will be executed to authorize each specific set of work activity to be performed under this Agreement.

1.2. Except as otherwise provided in any Schedule or agreed to in writing by the Parties, if any term or condition, express or implied, of any Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement shall prevail.

1.3. Except as otherwise provided in this Agreement, the Parties may substitute revised Schedules to this Agreement at any time by agreeing to, signing and attaching a dated copy to this Agreement, which revised Schedules shall be the applicable Schedules from such date as they claim to be effective.

2. RELATIONSHIP OF PARTIES

2.1. This Agreement neither obligates a Party to deal exclusively with the other Party nor prevents a Party or any of its affiliates from competing with the other Party or any of its affiliates.

2.2. The Parties acknowledge that the Services shall not, at any time, consist of any construction services, information technology services, or any services of a professional nature including, without limitation, any engineering, architectural, accounting, legal or management services.

2.3. Neither Party:

2.3.1. is an agent, employee, contractor, vendor, representative or partner of the other Party;

2.3.2. shall owe a fiduciary duty to the other Party; or

2.3.3. is capable, nor shall it hold itself out as capable, of binding any other Party to any obligation or liability without the prior written consent of the other Party.

3. GENERAL PROCEDURE

3.1. The Customer shall provide a written request to TCT for the Services it desires TCT to perform.

3.2. TCT shall provide a Proposal to the Customer for the Services TCT is willing to provide to the Customer. TCT's Proposals shall properly describe the Services to be performed, the location, schedule and price. Proposals shall outline services or supplies to be provided by Customer and reasonably estimate any third party or reimbursable costs such as, but not limited to, travel or Parts to be procured on behalf of Customer. Proposals shall reference this Agreement number CIT012-21-MSA-6LM-04-C and a copy of such Proposal shall be attached to the Purchase Order the Customer provided.

3.3. All prices shall use the terms and rates in this Agreement and be quoted in USD (United States Dollars) unless otherwise specified in writing.

3.4. Upon the Customer acceptance of TCT's Proposal, the Customer and TCT will execute a Work Authorization in substantially the same format as Exhibit E – Work Authorization Form. Upon execution of a Work Authorization, Customer will issue TCT with a Purchase Order for the Services, referencing both this Agreement and TCT's Proposal.

3.5. Except in emergency, TCT shall not begin any work unless a Purchase Order (PO) has been issued by the Customer for that particular work.

3.6. An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that the Customer reasonably determines to require immediate action, presents an immediate danger to public health and safety, and/or imperils the SVP LM6000 or associated equipment. Emergency work must be approved verbally (in the field), by telephone (then by email), or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. TCT shall provide a proposal within two (2) business days so that such changes can be documented in a Change to Purchase Order within four (4) business days.

3.7. TCT is responsible for notifying Customer in a timely manner when the quoted cost may change.

TCT shall provide reason for the change specific to each purchase order.

3.8. If TCT identifies issues that would result in anticipated costs that exceed the current Purchase Order, a change to the purchase order shall be required in advance of performing work that will exceed the current authorization. In the event that issues are identified that can be most efficiently and economically resolved while on-site or, for services at Depot, by working continuously, changes may be approved by e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. TCT shall provide an updated proposal within two (2) business days so that such changes can be documented in a Change to Purchase Order within four (4) business days.

3.9. TCT shall not be entitled to any payment above the maximum compensation unless an amendment to this Agreement is executed.

4. SUPPLY OF PARTS PROCEDURE

4.1. The provisions of this Article 4 shall apply to any Parts Supply requested by the Customer for which a Parts Supply Purchase Order is received by TCT.

4.2. TCT shall prepare and pack the Parts in accordance with normal commercial practice, as determined by TCT, taking into consideration the nature of the Parts and, at the discretion of TCT, any reasonable packing requests from the Customer.

4.3. To the extent that it is reasonable, in the opinion of TCT, TCT will package products in accordance with the Customer's reasonable written instructions as to markings to be placed on invoices, correspondence, and the exterior of shipping containers.

4.4. TCT will deliver all Parts in accordance with the Incoterm as stated in TCT's Proposal and as specified in Customer's Purchase Order.

5. FIELD SERVICE PROCEDURE

5.1. The provisions of this Article 5 shall apply to any Field Support Services requested by the Customer for which a Field Support Services Purchase Order is received by TCT.

5.2. The Customer shall submit all requests for Field Support Services in writing specifying at a minimum, the number of personnel required, the length of time for which and location where the Services are to be provided and a description of the scope of the Services required. Unless an Instrument and Controls Technician is specifically requested, TCT's proposal shall assume that the Customer requests the Field Support Services be completed by a Mechanical Technician. TCT shall provide the Customer with a Proposal based on the information received with such request.

5.3. The Customer shall issue a Purchase Order to the TCT entity performing the Services. The Purchase Order will confirm the Services to be undertaken in accordance with the relevant TCT Proposal.

5.4. TCT shall provide the Customer with a written report of the Services performed within twenty-one (21) working days following completion of each Field Inspection. This report shall be in TCT's standard format. The Customer shall acknowledge such report by signing and returning a copy thereof.

5.5. Any additional work identified during routine or unscheduled inspections will be notified in the report and corrective action shall be determined by mutual agreement between the Parties. Any such additional work completed, whether on an emergency basis or otherwise, shall be subject to the terms and conditions of this Agreement. TCT may, but shall not be required to perform such additional work, even if it is required on an urgent or emergency basis. Emergency work completed by TCT shall not give rise to compensation, remedies or constitute a breach of this Agreement or any Purchase Orders.

5.6. The Customer shall ensure that TCT's Field Service Technician(s) will have access to a suitable and safe work environment. TCT field service technicians shall have the right and responsibility to stop work that places undue risks on themselves, other TCT staff, contractors, the environment, property and/or equipment in accordance with local legislation and industry best practices. All affected personnel will be notified of the "stop work action" and made safe from harm until the identified hazard has been mitigated.

6. VARIATIONS

6.1. The Customer shall have the right, from time to time during the performance of the Services, to direct TCT, by notice in writing, to add to, alter, omit, or otherwise vary any of the Services. In the event that TCT, in its sole discretion, allows such variations, TCT shall provide the Customer with a written quotation regarding the addition to or deduction of any costs and/or proposed completion date. The Customer shall respond in writing to the written quotation and shall indicate whether TCT is authorized to proceed with the variations. Until the Customer confirms acceptance and authorization of the quotation in writing, such instructions shall be deemed not given.

6.2. The terms and conditions of this Agreement shall continue to govern any of the Services pursuant to this Article 6. Should any term, condition or warranty contained within a variation or Purchase Order conflict with the terms of this Agreement, then this Agreement shall prevail unless otherwise agreed to in writing between the Parties.

7. PREVAILING WAGES.

7.1. Labor Code Compliance is detailed in Exhibit "D" attached and incorporated by reference. TCT must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. TCT agrees to include prevailing wage requirements in its contracts for the Project.

7.2. Requirements in Subcontracts. TCT shall require subcontractors engaged in performing work on Customer facilities or at Customer sites subject to the provisions of Labor Code sections 1720 through 1815 include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in TCT's contracts.

8. INVOICING AND TERMS OF PAYMENTS

8.1. Payment shall be made in USD (United States Dollars) through a bank specified by TCT at the remittance location specified on TCT's invoice.

8.2. The Customer shall pay TCT for all Services performed in accordance with the invoice prepared by TCT based on the rates and prices set out in Schedule "A", attached hereto.

8.3. Parts Supply: Within thirty (30) days of delivery of the Parts pursuant to a Parts Supply Purchase Order, TCT shall submit an invoice to the Customer and, the Customer shall pay the invoice within thirty (30) days of receiving such invoice.

8.4. Field Support Services: Upon completion of each Field Support Services Purchase Order, TCT shall submit one (1) invoice for compensation for all Field Support Services performed pursuant to such Purchase Order. TCT shall provide supporting documentation with each invoice including submittal of certified payroll using LCP Tracker or such other system as designed by Customer.

8.5. In no event shall Contractor invoice City for any labor in advance of performing such Service. Any Milestone payments shall exclude any labor.

8.6. Repair and Overhaul Services: The payment terms for Repair and Overhaul Services will be agreed by the Parties and specified in the applicable Purchase Order.

8.7. If the Customer fails to fulfill any condition of the terms of payment, TCT may:

8.7.1. withhold deliveries and suspend performance of any Service; or

8.7.2. continue performance if TCT deems it reasonable to do so;

9. TAXES AND OTHER CHARGES

9.1. All amounts payable are exclusive of all federal, provincial, local, municipal or other excise, sales, use, value-added, stamp, property or similar taxes and fees and all export or import fees, customs duties, tariffs or consular fees, now in force or enacted in the future (collectively, "Taxes"). Where applicable, all such Taxes and fees shall be paid by the Customer unless the Customer provides a certificate of exemption or similar document exempting a payment from a particular tax. Regardless of the foregoing, TCT must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division. The business license tax is not reimbursed by Customer.

9.2. The Customer agrees to pay promptly when due, and to indemnify and hold harmless TCT and any of success or permitted assign of the foregoing on a full indemnity basis from, all licensing fees, registration fees and all Taxes however or wherever imposed (whether imposed upon TCT, all or part of the Engines or otherwise), by any authority, board, commission, department, division, organ, instrumentality, court or agency, or any other such entity (whether having a distinct legal personality or not) of any nation, province, state or other political jurisdiction thereof, exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government and any association, organization or institution of which any of the foregoing is a member, and in all cases, to whose jurisdiction such Person is subject or in whose activities any of the foregoing is a participant.

10. TERM AND TERMINATION

10.1. The term of this Agreement shall be for five (5) years from the Effective Date unless terminated by either Party pursuant to the terms of this Agreement.

10.2. After the Initial Term, the Customer reserves the right, to request an extension to the term of this Agreement for up to five (5) additional one-year terms. Customer shall provide TCT with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement in a format substantially similar to Exhibit F - Notice of Exercise of Option to Extend Agreement Form attached and incorporated by reference.

10.3. Either Party shall have the right to terminate this Agreement subject to the terms of this Agreement after giving fourteen (14) days' notice should the other (the Defaulting Party):

10.3.1. be in material breach of its obligations under this Agreement, or

10.3.2. become practically insolvent, or being a limited company, go into liquidation whether voluntarily or compulsorily, or if an administrator or administrative receiver of the whole or part of the Customer's assets is appointed, or

10.3.3. ceases or threatens to cease to carry on its business, or

10.3.4. makes any agreement with creditors compounding debts.

10.4. Where the defaulting party is TCT and TCT fails to commence, or having commenced, fails to remedy, the breach within fourteen (14) days from date of the notice, Customer may, by notice in writing, without prejudice to its other rights under this Agreement, immediately terminate this Agreement. Customer shall make payment to TCT in accordance with the provisions of Article 10.

10.5. Where the defaulting party is Customer and Customer fails to commence, or having commenced, fails to remedy, the breach within fourteen (14) days from the date of the notice, TCT may, by notice in writing, without prejudice to its other rights under this Agreement, immediately terminate this Agreement. Customer shall make payment to TCT in accordance with the provisions of Article 10.

10.6. Default in Payment: If Customer fails to fulfill any condition of its payment obligations, TCT may:

10.6.1. Suspend performance and if the payment default is not cured in ten (10) business days after notice thereof, adjust the Project Completion Date by a period equal to such suspension;

10.6.2. Require that, upon invoice, Customer pay the costs incurred by TCT as a result of Customer's non-fulfillment of any payment obligations herein, including the cost of money as calculated with reference to the prime rate plus 2% as published in the Wall Street Journal (interest shall not be charged until Customer has failed to cure its payment default within ten (10) business days after notice thereof;

10.6.3. If TCT suspends its performance hereunder in accordance with this Agreement, be entitled to an extension of time for performance of its obligations equaling the period of such suspension; and/or

10.6.4. If Customer does not rectify such non-fulfillment promptly within thirty (30) days after receiving TCT's written notice, TCT may at its option deem this Agreement to be terminated by Customer. Upon presentation of invoice and remedies set forth in this Section, Customer shall pay TCT the reasonable costs of termination. This shall constitute TCT's sole and exclusive remedies for Customer's failure to fulfill a condition

of payment.

11. COMPENSATION AND PAYMENT TO TCT

11.1. Customer does not guarantee any minimum or maximum compensation under this Agreement.

11.2. In consideration for TCT's complete performance of the services outlined in each Purchase Order, TCT shall invoice Customer and Customer shall pay TCT for all Services rendered by TCT in accordance with the rate per hour for labor and cost per unit for materials as outlined in Exhibit B entitled "Fee Schedule" attached and incorporated by reference and as set forth in each Work Authorization Form executed by the Parties.

11.3. Where applicable, Customer may require a Final System Acceptance Certificate in substantially the same format as Exhibit E-1 attached before issuing final payment. Such requirement shall be documented in the corresponding Work Authorization executed between the Parties.

11.4. The payments made by Customer under this Agreement will be the amounts charged for Services provided and billed by Contractor, subject to verification by City, pursuant to the hourly rates set forth in the Fee Schedule supplied in writing by Contractor and maintained on file with City at the time the Services are provided.

11.5. If there are any disputed charges on the invoice Customer shall pay TCT any undisputed amount within thirty (30) days after invoice receipt including submittal of approved certified payroll using LCP tracker or such other system as defined by City. Customer will notify TCT in writing the reason for any disputed charges prior to withholding payment and will work with TCT to rectify any disputed amounts for payment within a reasonable period of time.

12. REPRESENTATIVES

12.1. Both Parties shall appoint a representative (the representative of TCT being the "TCT Representative" and the representative of the Customer being the "Customer Representative" and together the "Parties' Representatives") and all notices, authorizations, approvals and communications shall be considered delivered and effective upon receipt only when given in writing and delivered personally, by registered mail (postage prepaid), prepaid courier or faxed to the representatives:

TCT Representative:
Name: Darcy Simonelli
Phone: 403-420-4231
Fax:403-420-4300
Email:
darcy_simonelli@tcturbines.com

Customer Representative:

Name:	Chris Karwick
Phone:	408-615-6554
Fax:	408-244-2990
Email:	Ckarwick@svpower.com

12.2. The Customer Representative shall notify TCT of all information, instruction and decisions of the Customer made under the provisions of this Agreement.

12.3. Either Party's Representative may delegate any of his/her responsibilities to any nominated deputy. Such delegation shall be subject to prior written notification to the other Party. Information, instructions and decisions from any nominated deputy shall be as if from each Party's Representative.

13. WARRANTY

13.1. TCT warrants that the Services performed or provided by TCT under this Agreement will comply with industry standard, custom and practice. All Parts sold hereunder shall be free from defects in material, workmanship and title.

13.2. This warranty is personal to the Customer and cannot be assigned without the prior written consent of TCT, which consent shall not be unreasonably withheld. Warranty claims shall only be considered by TCT in respect to defects which become apparent and are notified by the Customer in writing to TCT before the expiry of the following warranty periods:

Depot Services	
Calendar Time:	12 months from completion of Depot Support Services
Running Time:	8,000 hours
Field Support Services	
Calendar Time:	12 months from completion of Field Support Services
Running Time:	8,000 hours

Whichever of the above limitations occurs first.

Parts:	
Calendar Time:	12 months from date of delivery

13.3. Any warranty claim made shall be made in writing and delivered to TCT as soon as practical following discovery of the defect, and in any event, not later than thirty (30) days following discovery of the defect.

13.4. If TCT re-performs any Service, then the provisions of this Article shall apply to the Service re-performed, provided, however, the foregoing shall not serve to extend any warranty beyond twenty-four (24) months from completion of the original Services performed by TCT.

13.5. Notwithstanding the foregoing, TCT assumes no warranty:

13.5.1. for Parts supplied by the Customer;

13.5.2. for any Services performed despite TCT's and/or its subcontractor's recommendation to the contrary including without limitation, the use of any specific subcontractor for the performance of certain Services; or

13.5.3. if the Customer is in default of any payment obligations owed to TCT.

13.6. The warranties contained in this Article 13 shall be subject to the following continuing conditions:

13.6.1. The Engine and all Parts were properly installed by personnel that are qualified by the OEM to perform such work;

13.6.2. failure of a Part due to ordinary wear and tear, erosion, corrosion, temperature, pressure or other conditions in excess of or contrary to agreed OEM specifications is not covered by this warranty;

13.6.3. The Engine has been operated, maintained and updated in accordance with the OEM's guidelines and standards;

13.6.4. The Engine has been used under normal operating conditions, has not been subjected to misuse, neglect or accident and has not subsequently been repaired or altered, except by TCT (unless otherwise agreed in writing between both Parties); and

13.7. The Customer shall provide, in a timely manner, information as requested by TCT to facilitate the warranty investigation. If the Customer fails to furnish TCT with the records, data, and documentation prior to TCT assessing a warranty claim, then the eligibility of the warranty claim shall be at TCT's sole discretion. The Customer acknowledges and agrees that the warranty settlement is contingent on TCT receiving all information and investigation results from the Customer.

13.8. Where the Customer asserts a warranty claim according to this Article, and as a result of the investigation, it is established that TCT is not liable for the defects claimed, the costs of investigation as well as any other costs and expenses, including shipping, connected with such claim shall be borne by the Customer and due net thirty (30) days upon receipt of the respective invoice therefore.

13.9. THE WARRANTIES CONTAINED IN THIS ARTICLE 13 ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR AS OTHERWISE PROVIDED UNDER ANY APPLICABLE LEGISLATION, WHETHER DOMESTIC OR INTERNATIONAL), AND THE CUSTOMER HEREBY WAIVES ANY RIGHT TO ANY SUCH REMEDIES.

13.10. IN NO EVENT SHALL TCT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY the Customer IN RESPECT OF ANY DEFECT OR FAILURE COVERED BY THE WARRANTY SET OUT ABOVE.

13.11. THE LIABILITY OF TCT CONNECTED WITH OR RESULTING FROM THE WARRANTIES CONTAINED IN THIS ARTICLE 13 SHALL BE LIMITED TO REPAIR AND/OR REPLACEMENT BY TCT OR ITS DESIGNEE OF THE PART OR PARTS WHOSE FAILURE GIVES RISE TO A CLAIM UNDER THESE WARRANTIES. UPON THE EXPIRATION OF THE SHORTEST PERIOD DESCRIBED THEREIN, ALL SUCH LIABILITY SHALL TERMINATE.

14. INDEMNIFICATION

14.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TCT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS the Customer TO THE EXTENT OF THE LIMITATION ON LIABILITY FROM ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S

FEES) FOR PERSONAL LOSS, INJURY, OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO TCT'S EMPLOYEES) AND LOSS, DAMAGE TO OR DESTRUCTION OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF ANY OTHER PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO TCT PROPERTY) TO THE EXTENT ARISING OUT OF ANY NEGLIGENT, WILFUL OR INTENTIONAL ACT OR OMISSION OF TCT IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING TCT SOLELY LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE, OR DESTRUCTION TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF the CUSTOMER.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, the Customer SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TCT FROM ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) FOR PERSONAL LOSS, INJURY, OR DEATH TO PERSONS (INCLUDING BUT NOT LIMITED TO the CUSTOMER'S EMPLOYEES) AND LOSS, DAMAGE TO OR DESTRUCTION OF TCT'S PROPERTY OR THE PROPERTY OF ANY OTHER PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO the CUSTOMER'S PROPERTY) TO THE EXTENT ARISING OUT OF ANY NEGLIGENT, WILFUL OR INTENTIONAL ACT OR OMISSION OF the Customer IN CONNECTION WITH PERFORMANCE OF THE SERVICES. NOTHING HEREIN SHALL BE CONSTRUED AS MAKING THE CUSTOMER SOLELY LIABLE FOR ANY INJURY, DEATH, LOSS, DAMAGE OR DESTRUCTION TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF TCT.

14.3. TCT SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARISING FROM ITS FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DEFECTS INHERENT IN THE DESIGN OF ENGINE OR PARTS SERVICED, UNLESS SUCH DISCOVERY, REPAIR, AND THE MEANS TO EFFECT SUCH ARE SPECIFIED AND AGREED IN WRITING BY THE PARTIES, EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 14.

14.4. TCT SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES ARISING FROM ANY ADVICE, RECOMMENDATIONS, OR ASSISTANCE PROVIDED TO the Customer, BUT NOT otherwise REQUIRED BY THIS AGREEMENT.

14.5. The Customer agrees that the remedy provided under this Article 14 is the Customer's sole and exclusive remedy against TCT in connection with the Services provided hereunder and to the extent permitted by law, the Customer shall file no other Claim, demand, action or remedy against TCT and the Customer warrants that it shall not take any steps to pursue any such Claim, action or demand against TCT.

15. TITLE TRANSER, RISK OF LOSS, SHIPMENT AND STORAGE

15.1. Passage of Title and Risk of Loss. Title to Parts, components or materials to be shipped shall pass to Customer when TCT or shipper arrives at Customer's location for final delivery. Risk of loss shall pass to Customer upon delivery pursuant to this Section 15.

15.2. If repair Services are to be performed on Customer's Engine at TCT's facility, TCT shall be responsible for, and shall retain risk of loss of, such equipment at all times until redelivery of the Engine to the Customer site.

16. CONFIDENTIALITY AND OWNERSHIP OF PATENTS AND OTHER PROPRIETARY RIGHTS.

16.1. The Customer and TCT shall identify all intellectual property, or proprietary information that it is

providing for the purpose of this Agreement at the time that such intellectual property, or proprietary information is provided. Neither the Customer nor TCT shall have the right to use the Confidential Information other than for the purposes of this Agreement, whether directly or indirectly, any intellectual property, or proprietary information owned by the other party. Any failure by either Party to identify such rights shall not in any respect affect the rights of either Party under this Article 16. Notwithstanding the foregoing, TCT acknowledges that Customer is a public agency subject to the requirements of the California Public Records Act. If Customer receives a request for information that TCT deems confidential, Customer shall notify TCT as soon practicable, and TCT shall be solely responsible for taking whatever legal steps are necessary to protect the information and prevent its release to the requestor. Customer shall not release any records until seven calendar days after receipt of request.

17. INSURANCE AND WAIVER OF SUBROGATION

17.1. The Parties shall maintain in force adequate insurance to cover any relevant statutory requirements and their obligations under this Agreement.

17.2. TCT shall provide insurance as set forth in Exhibit C of this Agreement attached and incorporated by reference.

17.3. The Customer hereby expressly waives any and all rights of recovery it may have against TCT for loss or damage insured against by all insurance policies in which the Customer may have any interest, in relation to any services performed during the term of this agreement and, further, shall ensure such a waiver is contained within all insurance policies in which the Customer may have an interest.

17.4. The insurance requirements under this Agreement shall not constitute a waiver of the rights of any Party or its insurer to enforce the indemnity and release obligations owed to them under this Agreement. The failure to secure any insurance coverage required under this Agreement or to secure any endorsements on insurance policies as may be necessary to comply with this Agreement shall not relieve the breaching Party from its obligations under this Agreement.

18. LIMITATION OF LIABILITY

CONSEQUENTIAL DAMAGES

EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY FOR PARTS AND SERVICES, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY. INDEMNITY, OR OTHERWISE, SHALL EITHER PARTY OR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT OR SERVICES, COST OF CAPITAL, OVERHEAD, COST OF SUBSTITUTE EQUIPMENT SERVICES OR SOFTWARE, COST OF SUBSTITUTE FACILITIES OR REPLACEMENT POWER, DAMAGE TO ASSOCIATED EQUIPMENT, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, OR CLAIMS OF CITY'S CUSTOMERS FOR ANY OF THE FOREGOING, AND TCT SHALL NOT BE LIABLE FOR CLAIMS FOR DAMAGES OR COSTS RELATED TO THE CLEANUP, REMOVAL, RELEASE OR THREATENED RELEASE, REMEDIATION OR DISPOSAL OF OR ANY RESPONSE TO ANY HAZARDOUS MATERIAL. NOTHWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECULATIVE DAMAGES.

DIRECT DAMAGES

TCT'S LIABILITY UNDER ANY OF THE EXPRESS OR IMPLIED TERMS OF THIS AGREEMENT, SEPARATELY OR COMBINED, OR OTHERWISE IN RESPECT OF ALL CLAIMS OF ANY KIND, WHETHER IN TORT (INCLUDING NEGLIGENCE OF ANY DEGREE, GROSS OR OTHERWISE), CONTRACT, WARRANTY, INDEMNITY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE LIMITATION OF LIABILITY SET FORTH IN THE FOLLOWING TABLE. THE LIMITATION OF LIABILITY SHALL APPLY ON A PER PURCHASE ORDER BASIS. THE TERMS OF THIS ARTICLE SHALL BE PRIMARY TO ANY OTHER CONFLICTING TERM OF THIS AGREEMENT.

Purchase Order Price	Limitation of Liability
Less than $250,000	$250,000
Greater than $250,000 and Less than $1,000,000	1.5 times the Purchase Order Price or $1,000,000 whichever is greater
Greater than $1,000,000	The Purchase Order Price or $5,000,000.00 whichever is greater

19. ENVIRONMENTAL LIABILITY

IN RESPECT OF FIELD INSPECTION SERVICES, TCT SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE ASSOCIATED WITH HAZARDOUS MATERIALS, POLLUTANTS OR ENVIRONMENTAL CONTAMINANTS PRESENT AT THE JOBSITE, ALL PRE-EXISTING HAZARDOUS MATERIALS, ENVIRONMENTAL CONTAMINATION OR POLLUTION AT THE JOBSITE PRIOR TO THE START OF SERVICES AND FOR ALL HAZARDOUS MATERIALS, POLLUTION OR ENVIRONMENTAL CONTAMINATION TO ADJACENT PROPERTIES CAUSED BEFORE THE START DATE FOR SERVICES HEREUNDER. TCT SHALL ONLY BE LIABLE FOR SUDDEN AND ACCIDENTAL POLLUTION CAUSED BY MATERIALS OR EQUIPMENT BROUGHT TO THE JOBSITE FOR THE PURPOSE OF PROVIDING SERVICES HEREUNDER, PROVIDED THAT, THE RELEASE, DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION OR ESCAPE IS KNOWN BY THE CUSTOMER WITHIN SEVEN (7) DAYS OF COMMENCEMENT AND REPORTED TO TCT WITHIN TWENTY (20) DAYS OF COMMENCEMENT OF THE RELEASE, DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION OR ESCAPE.

20. FORCE MAJEURE

20.1. If, by reason of any industrial dispute or government action, fire, flood, hurricane, earthquake, volcanic eruption, act of God, labour conflicts and disputes, war (declared or undeclared), terrorism, civil commotion, riot, insurrection, military uprising, the performance of Services is rendered so difficult or costly as to make such performance commercially unreasonable or any other causes beyond the reasonable control of TCT (each a "Force Majeure"), is delayed or impeded in the performance of its obligations, then, TCT shall be under no liability for failure to perform its obligations. TCT shall, within a reasonable time, give notice in writing to the Customer of its Claim for an extension of time. Upon resolution of the Force Majeure, TCT shall be entitled to reschedule the outstanding Services.

20.2. Notwithstanding that TCT shall be entitled to an extension of time under Article 20.1, should the Force Majeure exist for a period of one hundred and twenty (120) consecutive days, then either Party, at any time thereafter, may, by written notice to the other, terminate this Agreement. This is

subject to the terms of this Agreement and providing that performance is still delayed or impeded.

21. LAW

This Agreement shall be governed by the substantive law of California without regard to any conflicts of laws principles that could require application of any other law, including without limitation, the interpretation of this Agreement and any dispute, controversy or Claim arising out of, relating to, or in any way connected with this Agreement, including, without limitation, the existence, validity, performance, breach, or termination thereof.

22. DISPUTE RESOLUTION

22.1. Unless otherwise mutually agreed to by the Parties, any controversies between TCT and Customer regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

22.2. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

22.3. The costs of mediation shall be borne by the Parties equally.

22.4. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

22.5. Should either Party bring any legal proceeding under this Agreement, it shall be filed and litigated in the Superior Court of the County of Santa Clara.

23. ENTIRE AGREEMENT

This Agreement, including the exhibits and amendments, as agreed, embodies the entire Agreement and understanding of the Parties in respect of the subject matter hereof, whether oral or written and there are no further terms, conditions, warranties or representations, written or oral other than those contained herein and, as of its effective date, terminates and supersedes all prior or agreements and understandings between the Parties covering the same subject matter. These terms and conditions shall be exclusive and in lieu of all terms and conditions appearing on the face or reverse side of any Purchase Order or other documents submitted by the Customer. The identification of Services, price, quantity, delivery dates and shipping instructions shall be as set forth in TCT's proposal or the Customer's Purchase Order, which has been accepted by TCT.

24. GENERAL PROVISIONS

24.1. No provisions of this Agreement shall be changed or modified in any way either in whole or in part except by an instrument in writing made after the date of this Agreement signed on behalf of both Parties and which is expressly stated to amend this Agreement.

24.2. In the event of a conflict between the terms and conditions of a proposal, Work Authorization,

purchase order or any document authorizing specific work, the Terms and Conditions of the Agreement shall govern and control.

24.3. All services shall be provided using the terms and rates included in the Agreement.

24.4. The article headings and subheadings in this Agreement are for convenience only, and shall not affect the meaning, construction or interpretation of this Agreement.

24.5. Each person executing this Agreement on behalf of a Party represents and warrants (as evidenced by his or her signature) that he or she has the authority to execute this document on behalf of, and bind, that Party.

24.6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile machine or scanned by email to the other Party shall be deemed to be valid as an original and shall be binding as between the Parties.

24.7. Any reference to a statute, law, rule, regulation, decree or other legislative, administrative or executive act, having the effect of law shall include and shall be deemed to be a reference to such statute and to the rules and regulations made pursuant thereto, and any amendments made thereto from time to time, and to any law that may be passed which has the effect of supplementing or replacing the law so referred to or the regulations made pursuant thereto.

24.8. No consideration shall be given to the fact or presumption that one Party has a greater or lesser hand in drafting this Agreement and the interpretation rule known as the "Contra Preferentem" rule shall not apply, nor shall any similar rule or approach to interpretation, and this Agreement shall not be interpreted narrowly against either party to it.

24.9. The Customer shall not, directly or indirectly, export or transmit any items covered by this Agreement to any country to which such export or transmission is restricted by applicable regulations or statutes of Canada, the United States of America or the United Kingdom, or any agency thereof, without the prior written consent of the relevant country's Department of Trade and/or Commerce, and of any other required government agency.

24.10. The status of each Party under this Agreement shall be that of an independent contractor. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be construed as creating an employment, partnership, joint venture or agency relationship between the Parties as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. All persons employed by a Party shall be employees of such Party and not of another Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

24.11. Each provision of this Agreement shall be considered severable and if any provision(s) is (are) determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

24.12. In the event of termination or expiration of this Agreement, the provisions pertaining to warranty, indemnity, confidentiality, insurance, disclaimer of consequential damages, limitation of liability, dispute resolution, and governing law shall remain in full force and effect.

24.13. No waiver of any breach of this Agreement shall be or deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Agreement, such waiver shall be limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms and conditions of this Agreement shall not constitute or be deemed to constitute a waiver of such terms or conditions. No delay or failure by either party in exercising or pursuing any Claims, rights or remedies arising under this Agreement, or for any breach hereof shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

25. COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

25.1. Read the attached Exhibit G entitled "ETHICAL STANDARDS," and,

25.2. Execute the affidavit attached as Exhibit H entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

IN WITNESS HEREOF the Customer and TCT have executed this Agreement as of this 6TH day of April 2021.

TCT: TransCanada Turbines Inc.

Per: _____

Name: Daniel J.B. Simonelli

Title: Secretary

Customer: City of Santa Clara

Per: _____

Name: Deanna J. Santana

Title: City Manager

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Digitally signed by Caio Arellano
Date: 2021.05.25 15:33:24 -07'00'

BRIAN DOYLE
City Attorney

Dated: 5/28/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

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DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)

EXHIBIT A – SCOPE OF SERVICES

1. TCT will provide Depot Support Services, Field Support Services, and Part(s) Supply on an as-requested basis for the City of Santa Clara Electric Department, Silicon Valley Power (Customer).

   1.1. Services shall be requested and authorized using the process outlined in Section 3 of the Agreement (GENERAL PROCEDURES).

   1.2. Services shall be performed on SVP's LM6000 engines located in the City of Santa Clara. Services may be provided on-site at City of Santa Clara or at TCT's depot.

   1.3. When requested, TCT shall use reasonable efforts to have Field Service Technician(s) on-site within twenty-four (24) hours of receiving written instructions from the Customer.

2. TCT will manage and coordinate the Service of the Engine and any work activity associated with Services authorized under the applicable Purchase Order on behalf of Customer, in accordance with the established maintenance cycle of the equipment, industry and manufacturer best practices, original equipment manufacturer (OEM) standards and recommendations, applicable equipment specifications, policies, procedures, state or local regulations and laws. Services to be provided may include, but are not limited to:

   2.1. Develop/implement routine, preventive and condition-based maintenance programs.

   2.2. Institute comprehensive reporting procedures to ensure close communications with Customer

   2.3. Supply parts as required to maintain, repair, and otherwise perform services

   2.4. Scheduled Maintenance activities including, but not limited to:

      2.4.1. Annual Routine Inspections (every ~8,000 hours) consisting of borescope, visual inspection, complete package and control calibrating of components essential to reliable operation.

      2.4.2. Hot Section Rotable Exchange - Performed at the site during a scheduled outage approximately every 25,000 hours of gas fuel operation.

      2.4.3. Major Gas Turbine Overhaul - a complete overhaul of the gas turbine is performed at an Overhaul Depot approximately every 50,000 hours. Key features of this overhaul are: (a) complete tear down and inspection of engine, (b) rebuild with new, refurbished and serviceable parts as required, and (c) functionality and performance demonstration in the test cell.

   2.5. The inspections shall include but not be limited to:

      2.5.1. Review latest recommendations, improvements, and technical information letters and recommend which should be implemented.

      2.5.2. Implementation of product bulletins, service bulletins, and other OEM recommendations

      2.5.3. Review borescope results and plan for next borescope or any required maintenance.

      2.5.4. Perform any required on-site Level 1 or 2 maintenance work package in accordance with On-Site Operation and Maintenance Manual.

2.6. Remedial Measures: Remedial measures are defined as services performed beyond normal O&M services to address issues discovered during inspections of the turbines including any services that may be performed to restore the gas turbine system to optimal operating condition.

2.7. On-Site services may include, but are not limited to:

2.7.1. Full Borescope Inspection

2.7.2. Preventive and corrective maintenance and inspection performed on the exterior of an installed gas turbine

2.7.3. Gas turbine removal and installation

2.7.4. Separation of generator and power turbine

2.7.5. Turbine preservation and shipping

2.7.6. Quarterly, Semi-annual, and Annual package and controls inspections

2.7.7. Full alignments and alignment verification

2.7.8. Troubleshooting all aspects of package and engine problem

2.7.9. Perform repairs and remedial measures identified during inspection and maintenance.

2.8. Depot Services may include, but are not limited to:

2.8.1. Complete disassembly and/or assembly of modules down to individual piece parts

2.8.2. Repair and replacement of piece parts and accessories

2.8.3. Gas generator, gas turbine and/or power turbine testing in test cell.

2.8.4. High Pressure Compressor / Low Pressure Compressor (HPC/LPC) Blade/Vane repair and replacement

2.8.5. Hot Section/combustor replacement

2.8.6. Other internal component replacement - refer to engine specific work scopes

2.8.7. Transportation of equipment from Customer site to Depot and return.

3. TCT Responsibilities:

3.1. TCT shall provide the Customer with a written report of the Services performed within twenty-one (21) working days following completion of each inspection or repair. This report shall be in a format to be agreed with the Customer. The Customer shall acknowledge such report by signing and returning a copy thereof.

3.2. Any additional work identified during routine or unscheduled inspections will be notified in the report and corrective action shall be determined by mutual agreement between the Parties.

3.3. TCT shall possess all licenses and/or certifications necessary to perform the services described in this Attachment A.

3.4. TCT shall provide qualified and skilled specialists and engineers.

3.4.1. TCT shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.

3.4.2. TCT shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.

3.4.3. TCT shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.

3.4.4. Customer may request verification of the assigned employees' qualifications at any time. TCT shall promptly provide such verification upon request by Customer.

3.4.5. TCT's employees and any subcontractors shall supply proper identification when requested by Customer.

3.4.6. Customer reserves the right to request the removal of any TCT employee(s) who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. TCT shall promptly respond to requests for replacement personnel.

3.5. TCT shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. If the Project Manager/General Manager is off-site or otherwise unable to give direction to TCT's employees (including subcontractors), Customer may give directions to the personnel until the Project Manager/General Manager returns.

3.6. TCT shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks

3.7. TCT shall provide all tooling for tasks of On-Site Services and Depot Services.

3.8. Safety:

3.8.1. TCT shall ensure that all its employees and agents abide by established local, state and federal safety rules and regulations.

3.8.2. TCT employees, and any subcontractors shall always act in a safe manner while on City property.

3.8.3. TCT shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the Customer's requirements, the more stringent requirement(s) shall be followed. TCT's failure to be thoroughly familiarized with the safety provisions shall not relieve TCT from compliance with the obligations and penalties resulting therefrom.

3.8.4. TCT shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing TCT's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of TCT's IPP shall be submitted to Customer prior to the execution of an agreement, and be made available on site upon request.

3.8.5. TCT shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. Customer reserves the right to accompany TCT during these inspections.

3.8.6. TCT's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which TCT's employee has a

current doctor's prescription) on Customer property and while performing services for the Customer. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

3.8.7. TCT's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. TCT shall provide the required PPE and FR clothing at its own expense.

3.8.8. TCT shall immediately remove any personnel who is acting in an unsafe or dangerous manner.

3.8.9. TCT shall notify Customer immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. TCT shall investigate the reported injury or damage upon request from Customer, and provide Customer with regular updates until the investigation is resolved. Customer reserves the right to perform its own investigation. Should Customer choose to conduct its own investigation, TCT shall assist Customer as required.

3.9. Workmanship:

3.9.1. TCT shall perform the required services in an environmentally responsible manner.

3.9.2. TCT shall assume full responsibility for the protection and safekeeping of its material and tools, and shall lock all TCT vehicles when parked and unattended, to prevent unauthorized use. TCT shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

3.9.3. TCT shall take all necessary precautions to protect Customer property from damage during the performance of the required Services. TCT shall be responsible for the repair of any property damaged through the fault or negligence of TCT during the performance of services. Damage to Customer property that cannot be repaired shall be replaced at the TCT's sole expense, prior to issuance of payment to TCT by Customer. Any expenses incurred by Customer to repair property damage will be deducted from TCT's compensation or billed to TCT at Customer's discretion.

3.9.4. TCT shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by TCT's performance of services.

3.9.5. TCT shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of Customer, and at the sole expense of TCT.

3.9.6. Customer shall have the right to inspect any work performed by TCT and any subcontractors. Should Customer determine upon inspection any defective work or work not compliance with the requirements of the Purchase Order, TCT shall promptly correct the work at no additional cost to the Customer.

3.10. The Customer shall maintain complete records relating to the Engine, including but not limited to previous inspection and repairs reports, details of all repairs and modifications to the Engine performed and a log containing relevant information about operation of the Engine.

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)

EXHIBIT B –FEE SCHEDULE

1. Fee Schedule:

   1.1. TCT shall provide services at the following rates:

Field Service (Mechanical Tech)	**Rate**
Straight Time	$220.00 per hour
Overtime (payable after 8 hours/weekends)	$330.00 per hour
Travel Straight Time/Standby	$169.00 per hour
Travel Weekend/Holiday	$220.00 per hour
Daily Rate (12 hour day)	$3,084.00 per day
Overtime (after 12 hours)	$367.00 per hour
Field Service (Controls Tech)	
Straight Time	$265.00 per hour
Overtime	$393.00 per hour
Travel Straight Time/Standby	$203.00 per hour
Weekend and Holiday Travel	$265.00 per hour
Daily Rate (12 hour day)	$3,689.00 per day
Overtime (after 12 hours)	$434.00 per hour
Depot	
Labor Rate (Straight Time)	$104.50 per hour
Labor Rate (Overtime)	$156.75 per hour
New Parts	GE List + 15%
Repairs	As Quoted
Zero-timed hardware (repaired)	GE List – 30%

   1.2. Annual Adjustment – The rates listed shall be subject to annual adjustments beginning in January of each calendar year during the term of this Agreement. TCT shall provide written notice of such rate adjustment 60 days before the rates become effective.

2. Definitions:

   2.1. Overtime - Overtime will be charged for any Service for time worked over eight (8) hours. The overtime rate will be charged on all Services required on weekends and established holidays.

   2.2. Minimum Charges - A minimum charge of four (4) hours straight time plus expenses will be applied for any Service in the United States of America (USA).

   2.3. Standby Charges - Standby charges will apply when Field Service Technician(s) arrive on site and are requested or required by the Customer to wait, a standby charge will be assessed as follows:

      2.3.1. Domestic Standby Charges: A maximum of eight (8) hours per day for each weekday.

2.3.2. Domestic Overtime Standby Charges: A maximum of eight (8) hours overtime per day for Saturdays, Sundays, and established holidays.

2.4. Holiday rates apply on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day.

3. Reimbursable Expenses:

3.1. Pass-Through Costs: In some cases, TCT may pass-through costs such as, but not limited to: travel, subcontracted activities or materials. Such Pass-Through Costs shall be included in the each quote for services and are subject to the following conditions:

3.1.1. TCT shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, TCT will notify the Customer in advance when these costs are anticipated and include such pass-through costs on each quote.

3.1.2. Expenses shall be reimbursable only to the extent that TCT submits sufficient documentation to the Customer, when requested, that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

3.2. Subsistence - Expenses (travel and lodging) will be charged at cost plus ten percent (10%).

3.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

https://www.gsa.gov/travel-resources

3.2.2. Airfare and car rentals shall be reimbursed at economy class except that travel over eight (8) hours will be business class. (Such travel shall be based on location from which required resource is normally based or actual location of required resource whichever is lower.

3.3. **Taxes** - All applicable taxes (airport taxes, sales taxes, duties and other taxes) and fees will be billed for all Services.

3.4. **Parts and Material** – Locally procured materials and supplies required by Field Service Technician(s) while at the Customer's site will be charged at cost plus ten (10%).

3.5. Part sales will be quoted separately.

3.6. **Miscellaneous Expense** – Expenses such as freight, passports, visas, inoculation and etc. required by Field Service Technician(s) to fulfill the Customer's requirements will be charged at cost plus ten percent (10%).

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $5,000,000 Each occurrence
   $5,000,000 General aggregate
   $5,000,000 Products/Completed Operations aggregate
   $5,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars

($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

or

1 Ebix Way
John's Creek, GA 30097

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial

stability that is approved by the City or its insurance compliance representatives.

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)
EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. TCT shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. TCT is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, TCT agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, TCT and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress,

retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, TCT agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at TCT's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to TCT until TCT has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a

payment to TCT until all required documentation is submitted. Any payment by the City despite TCT's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)
EXHIBIT E – WORK AUTHORIZATION FORM

This Work Authorization Form is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** to the TCT. This Work Authorization Form shall constitute a binding legal contract between the Customer and TCT pursuant to the terms of the Agreement referenced in this Authorization. All services shall be provided using the terms and rates included in the Agreement. In the event of any inconsistency between this Work Authorization Form and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Authorization No.:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Agreement Name:		
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Total Funds Available for Field and Depot Services and Parts		
Previously Authorized Funds		
Available Funds		
Maximum Compensation for this Work Authorization:		
Sufficient funds are available in Account #:		
Contractor Name [Print]:		
Contractor Signature		Date
City Project Manager (Print):		
City Project Manager Signature		Date
Authorized City Representative Name [Print]*:		
Authorized City Representative Signature *		Date
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK ORDER

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

a. **Basis of Compensation:** ☐ Time & Materials ☐ Fixed Fee

b. **Reimbursable Expenses:**

☐ No expenses are reimbursable

☐ Expenses are reimbursable in the maximum amount of: _____

c. ☐ **Payment Schedule:**

☐ Monthly ☐ Completion of Deliverable/Milestone ☐ Completion of Work

*Payment for on-site labor may not be paid in advance. On-site labor shall not be invoiced until completed and Customer will not make payment until certified payroll is approved.

d. **Payment Terms.** Provide payment terms below or attach as a separate file.

4. LIQUIDATED DAMAGES

☐ Liquidated Damages do not apply.

☐ Liquidated Damages apply as follows:

It is mutually agreed by Contractor and City that, in event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond _____, 20___, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of _____dollars ($_____) per day in liquidated damages to a cap of _____. Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

Notwithstanding the foregoing both Parties understand and agree that no liquidated damages shall accrue for delivery delays due to any modification of the work scope, for delays caused by or attributable to the City, for delays caused by or attributable to third parties not under the direct control of TCT or any force majeure event during the period of service of this Work Authorization.

Such liquidated damages shall be the City's sole and exclusive remedy for TCT's failure to meet the agreed delivery schedule.

5. ACCEPTANCE CERTIFICATE

☐ Acceptance Certificate not required.

☐ Acceptance Certificate required:

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)
EXHIBIT E-1 – FINAL SYSTEM ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, as specified herein, the City will initiate execution of the Final System Acceptance Certificate.

Customer Name: **City of Santa Clara ("City")**

Project Name: _____

This Final System Acceptance Certificate memorializes the occurrence of Acceptance of Scope of Work Performed under Work Order _____ between City and TCT.

Contractor and the City acknowledge that:

1. Contractor has completed all Deliverables promised under this Work Authorization.
2. The Project is accepted, and all punch list items generated during testing have been completed.
3. By acknowledging the Final Acceptance of the Project, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage subject to acceptance of submitted Certified Payroll.

City of Santa Clara* **("Customer")**	**TransCanada Turbines, Inc.** **("TCT")**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)
EXHIBIT F
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(*Date the notice is sent must be consistent with the time for exercise set forth in Agreement*)

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows: (use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____
BRIAN DOYLE
City Attorney

_____
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

EXHIBIT G
ETHICAL STANDARDS

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty.[3]

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or subcontractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with the Contractor can be

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[1] For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. If the City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

2. If the City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal the City action to the City Council by filing a written request with the City Clerk to have the matter heard within ten (10) days of the notice given by the City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
between the
CITY OF SANTA CLARA, CALIFORNIA AND TRANSCANADA TURBINES, INC. (TCT)

EXHIBIT H
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, Sharmilla Tymchen, being first duly sworn, depose and state I am the Assistant Secretary of TransCanada Turbines, Inc. and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit G. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

TransCanada Turbines Inc. (TCT)
A Nevada corporation

S. Tymchen
Sharmilla Tymchen

BEFORE ME, the undersigned authority, personally appeared Sharmilla Tymchen, known to me to be the Assistant Secretary for TransCanada Turbines Inc., a corporation duly organized and existing under the laws of the State of Nevada and before me she executed the foregoing document in her capacity as Assistant Secretary for TransCanada Turbines Inc.

Executed this 19th day of May 2021.

Notary Public in and for the Province of Alberta
Daniel J.B. Simonelli
Barrister and Solicitor

My Commission Expires at the Pleasure of
HER MAJESTY THE QUEEN

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Ebix Insurance No. S200001821

AMENDMENT NO. 1
TO THE
DEPOT SERVICES, FIELD SUPPORT, AND PART(S) SUPPLY MASTER AGREEMENT
NO. CIT012-21-MSA-6LM-04-C
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRANSCANADA TURBINES INC.

PREAMBLE

This amendment to the Depot Services, Field Support and Part(s) Supply Master Agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("Customer") and TransCanada Turbines Inc., a Nevada corporation, ("TCT"). Customer and TCT may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Depot Services, Field Support, and Part(s) Supply Master Agreement" dated April 6, 2021 ("Agreement") for the purpose of having TCT provide depot support services, field support services, and part(s) supply on an as-requested basis; and

B. The Parties now wish to amend the Agreement to extend the term, make other various modifications, and update Exhibit B – Schedule of Fees and Payment Provisions.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. The address of TCT on the cover page of the Agreement is amended to:

   TransCanada Turbines Inc.
   23102 Tomball Pkwy
   Tomball, TX, USA 77375

2. Section 1.1.1 of the Agreement is amended to read as follows:

   "Agreement" shall mean this Agreement and any amendments executed between the Parties.

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3. Section 1.1.8 of the Agreement shall be amended to state as follows: “Incoterms 2020” means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication, "Incoterms" 2020 Revision, as amended from time to time.

4. Section 1.1.18 of the Agreement is amended to read as follows:

   “Services” means all Depot Services, Field Support Services and Parts Supply to be carried out and/or performed by TCT pursuant to the Agreement.

5. Section 1.1.19 of the Agreement is amended to read as follows:

   “‘TCT’ means TransCanada Turbines Inc. It is acknowledged and agreed by the Parties that TCT may subcontract to its parent company to have TransCanada Turbines Ltd perform certain repair and/or overhaul Services, provided that TCT is fully responsible for the acts and omissions of TransCanada Turbines LTD. Purchase Orders will only be issued to TransCanada Turbines Inc.”

6. Section 8.1 of the Agreement is hereby amended to read as follows:

   “Customer will process payment in USD within 30 days from invoice receipt from TCT; provided there are no discrepancies or deficiencies in the submitted invoice. Payment shall be made through a bank specified by TCT at the remittance location specified on TCT’s invoice”.

7. Section 8.6 of the Agreement is hereby amended to read as follows:

   “Repair and Overhaul Services: TCT shall include the applicable Purchase Order details in the invoice and submit for Repair and Overhaul Services.”

8. Section 10.1 of the Agreement is hereby amended to read as follows:

   “Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by another amendment to this Agreement, the term of this Agreement shall begin on April 6, 2021 and terminate on April 5, 2027. The Parties may agree by written amendment to this Agreement to extend the term for up to four (4) additional one-year terms.”

9. Section 10.2 of the Agreement is hereby deleted in its entirety.

10. Section 11.5 of the Agreement is hereby amended to read as follows:

    “If there are any disputed charges on the invoice, Customer shall pay TCT any undisputed amount within thirty (30) days after invoice receipt. Customer shall have 10 (ten) business days from invoice receipt to notify TCT in writing of any invoice discrepancies. If after 10 (ten) business days from the invoice receipt

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TCT has not been notified in writing of an invoice discrepancy, the invoice shall be deemed accepted by Customer"

11. Exhibit B of the Agreement, entitled "Fee Schedule", is deleted and replaced with Exhibit B Compensation and Fee Schedule, attached hereto and incorporated into the Agreement. Exhibit B shall be subject to annual adjustments as agreed between the Parties.

12. Except as set forth in this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Effective Date of this Amendment No. 1 is the date of City's execution of this amendment.

(SIGNATURES ON NEXT PAGE)

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Huyen Nguyen
[illegible]
GLEN R. GOOGINS
City Attorney

Dated: 5/27/2026 | 1:17 PM PDT

DocuSigned by:
Jovan D. Grogan
[illegible]
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

"CUSTOMER"

TRANSCANADA TURBINES INC.(TCT)
a Nevada corporation

Dated: 5/19/2026 | 8:11 AM PDT

Signed by:
By (Signature): Sharmilla Tymchen
[illegible]
Name: Sharmilla Tymchen
Title: Corporate Secretary
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Docusign Envelope ID: 8DAE6D12-6862-88A8-80FB-3C61D09DF182

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EXHIBIT B
COMPENSATION AND FEE SCHEDULE

1. Rates

1.1. TCT shall provide Services based on the time and materials rates specified in this Exhibit B or the firm fixed price specified in each Purchase Order as agreed by the Parties.

1.2. Definitions:

1.2.1. Overtime – TCT may charge overtime for any Service for time worked over eight (8) hours. TCT may charge the overtime rate on all Services required on weekends and established holidays.

1.2.2. Minimum Charges – TCT may apply a minimum charge of four (4) hours straight time plus expenses (subject to the provisions of Section 3 below) for any Service in the United States of America (USA).

1.2.3. Standby Charges - Standby charges will apply when Field Service Technician(s) arrive on site and are requested or required by the Customer to wait. In the event that the standby charge results in an increase in cost, TCT shall follow the process in Section 3 of the Agreement. TCT may assess a standby charge as follows:

1.2.3.1. Domestic Standby Charges: A maximum of eight (8) hours per day for each weekday.

1.2.3.2. Domestic Overtime Standby Charges: A maximum of eight (8) hours overtime per day for Saturdays, Sundays, and established holidays.

1.2.4. Holiday rates apply on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day.

2. Rate Changes.

2.1.1. Rate Increase. Rate increases may be negotiated no more than once annually. TCT shall notify the Customer forty-five (45) days in advance of any proposed rate increase. Any rate increases are subject to approval by the Customer and must be substantiated by TCT to the satisfaction of the Customer.

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2.1.2. Rate Changes. Rate changes other than rate increases such as, but not limited to, addition of labor classifications shall be negotiated and authorized pursuant to this section in advance of performing Services for which rates are applicable.

2.1.3. All TCT Depot and Field Service labor rate adjustments must be approved by both Parties and documented by an amendment to this Agreement. References to alternate rates in quotes or Proposals that have not been separately authorized pursuant to this section are not approved unless agreed by the Parties in writing.

2. Reimbursable Expenses. Any and all reimbursable expenses related to a Purchase Order shall be described in TCT's Proposal or work scope document as set forth in Section 3 of the Agreement and accounted for in the total cost for each Proposal, and Purchase Order. Expenses shall be reimbursable only to the extent that (1) TCT submits sufficient documentation to Customer that the expenses were directly incurred in providing the required Services, (2) TCT demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance pursuant to Section 3 of the Agreement (4) TCT submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any markup conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	**Mark Up**
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Charges for outside parts (other than GE list parts), materials, equipment, and services (including subcontractor fees, equipment, rental equipment, materials, and facilities not furnished directly by TCT).	Not to Exceed 10%
4.	TCT may charge allowable mileage at the prevailing IRS rate per mile unless otherwise agreed by the Parties. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	Not to Exceed 10%

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	Reimbursable Expense Schedule	Mark Up
5.	Unless approved in writing (e-mail acceptable) , reimbursement to TCT (and any subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	Not to Exceed 10%
6.	Other reimbursable expenses such as passports, visas, and inoculations required for travel with prior written approval from the Customer.	Not to Exceed 10%
7.	New Parts	GE list price + 15%
8.	Repairs	As per current TCT price list
9.	Zero-timed hardware (overhauled)	GE list price - 30%

3. Maximum Compensation: The maximum compensation of this Agreement shall not exceed forty million dollars ($40,000,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at TCT's expense. TCT shall not be entitled to any payment above the maximum compensation.

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APPENDIX B1 – TCT FIELD SERVICE AND DEPOT LABOR RATES

April 1, 2021 - March 31, 2022

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/ Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
TCT Field Service Mechanical Technician	$220.00	$330.00	$169.00	$220.00	$3084 per day	$367.00
Field Service Controls Technician	$265.00	$393.00	$203.00	$265.00	$3689 per day	$434.00
Depot Turbine Technician	$104.50	$156.75	N/A	N/A	N/A	N/A

April 1, 2022 – March 31, 2023

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	$227.00	$340.00	$174.00	$227.00	N/A	N/A
Field Service Controls Technician	N/A	N/A	N/A	N/A	N/A	N/A
Depot Turbine Technician	$110.00	$165.00	N/A	N/A	N/A	N/A

April 1, 2023 – March 31, 2024

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	$232.00	$347.00	$178.00	$232.00	N/A	$386.00
Field Service Controls Technician	$278.00	$413.00	$213.00	$279.00	N/A	$456.00
Depot Turbine Technician	$114.00	$171.00	N/A	N/A	N/A	N/A

April 1, 2024 – March 31, 2025

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	$238.00	$356.00	$182.00	$238.00	N/A	N/A
Field Service Controls Technician	$285.00	$423.00	$218.00	$286.00	N/A	N/A
Depot Turbine Technician	$117.00	$175.00	N/A	N/A	N/A	N/A

April 1, 2025 – March 31, 2026

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	$250.00	$375.00	$199.00	$250.00	N/A	N/A
Field Service Controls Technician	$300.00	$445.00	$229.00	$300.00	N/A	N/A
Depot Turbine Technician	$185.00	$223.00	N/A	N/A	N/A	N/A

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April 1, 2026 – April 5, 2027

	Straight Time Hourly Rate	Overtime Hourly Rate (after 8 hrs./wkends)	Travel Hourly Rate Straight Time/Standby	Travel Hourly Rate Weekend/Holiday	Daily Hourly Rate (12 hrs. day)	Overtime Hourly Rate (after 12 hrs.)
Field Service Mechanical Technician	$258.00	$386.00	$199.00	$258.00	N/A	N/A
Field Service Controls Technician	$308.00	$458.00	$236.00	$308.00	N/A	N/A
Depot Turbine Technician	$185.00	$225.00	N/A	N/A	N/A	N/A

26-589 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action to Authorize Execution of Updated Agreement with WeHOPE in an Amount Not-to-Exceed $1,788,185 for Street Outreach and Essential Homeless Services

EXECUTIVE SUMMARY
On November 4, 2025, the City Council authorized the City Manager to execute an agreement with WeHOPE to provide services to unhoused adults, youth, and families in Santa Clara under three programs: (1) the Street Outreach and Case Management Program, (2) the Temporary Hotel Program, and (3) the Inclement Weather Hotel Program. The agreement provided for an initial two-year term with an annual not-to-exceed amount of $851,163 and a total not-to-exceed agreement amount of $1,702,326. The agreement was intended to expand the City's homeless support services by creating new pathways for outreach, case management, coordinated entry system, and emergency shelter.

After Council approval of the agreement, WeHOPE requested additional terms and a postponement until the terms could be finalized. Substantial negotiations between WeHOPE and City staff ensued. The updated agreement now presented for Council consideration reflects the results of these negotiations. The following key changes are proposed: 1) an updated contract term from August 24, 2026 through August 23, 2028, with an option for the City to extend for one additional year; 2) an increase in the total not-to-exceed amount from $1,702,326 to $1,788,185; 3) inclusion of a three month Advance Payment for Year One in the amount of $222,463 to support start-up costs; 4) an increase in hourly rates of approximately 3% in the Year Two budget; 5) updated independent contractor requirements; and 6) minor updates and clarification of services and performance measures.

BACKGROUND
The City responds to and addresses homelessness through a combination of City resources, contracted services, and participation in the County of Santa Clara's broader homeless services system. The City supports homelessness prevention and stabilization through investments in programs such as the County's Homelessness Prevention System, tenant-based rental assistance administered by ABODE Services, intensive case management, 211 services through United Way, landlord/tenant mediation through Project Sentinel, and services for survivors of domestic violence through Next Door Solutions. In addition, the Santa Clara Police Department's Community Response Team (CRT) conducts non-uniformed outreach, responds to behavioral health and other crises, and helps connect unsheltered individuals to partner agencies for services.

The City has also been expanding its direct homelessness response capacity. In 2022, the City entered into an agreement with WeHOPE for mobile hygiene and case management services through the Dignity on Wheels program. Staff is in the process of relocating that service to a more

accessible site at Central Park to improve participation and connections to other basic-needs resources. At the policy level, the City has been developing a Draft Citywide Plan to Reduce Homelessness and Its Impacts, which identifies service gaps and strategies including street outreach, emergency shelter capacity, and an inclement weather overnight program. Staff is preparing to bring the final draft plan to the City Council in Fall 2026 and is coordinating with the County to ensure alignment with the final countywide 2025-30 Community Plan to End Homelessness.

In 2023, the City submitted State budget requests to its elected State representatives for consideration. With the support of California State Senator Aisha Wahab and former Assemblymember Evan Low, the City was awarded $1,800,000 in State funding to enhance its homelessness response through a street and encampment outreach team, a pop-up inclement weather program, and to explore partnerships with other public agencies, nonprofit organizations, businesses, and volunteer and faith-based organizations to leverage funding, facilities, expertise, and staffing to create a more comprehensive homelessness response.

On November 4, 2025, the City Council authorized the City Manager to execute an agreement with WeHOPE to provide three program services, Street Outreach and Case Management (SO/CM), Temporary Hotel Program (THP), and Inclement Weather Hotel Program (IWHP), for an initial two-year term with an annual not-to-exceed amount of $851,163 and a total not-to-exceed agreement amount of $1,702,326. The agreement was intended to expand the City's homeless support services by creating new pathways for outreach, case management, coordinated entry system, and emergency shelter through the THP and IWHP.

After Council approval of the agreement, WeHOPE requested additional time to initiate services and proposed additional, substantive terms. The original agreement approved by the City Council in November 2025 was not executed due to the subsequent requests from WeHOPE.

WeHOPE's requested new terms included a provision for the City to issue a Letter of Credit (LOC) to allow WeHOPE to draw directly from a City account if invoice payments became delinquent. This request was intended to help insulate the WeHOPE from financial risk given the overall funding challenges and uncertainties that are impacting the non-profit sector at this time. Staff from the City Manager's Office, Community Development Department - Housing Division, Finance Department, and City Attorney's Office evaluated this request and determined the City could not provide an LOC. As an alternative, staff agreed to consider an advance payment of three months and to increase the indirect costs not-to-exceed amount authorized for each invoice from 10% to 15%. These terms were agreeable to WeHOPE and on May 2, 2026, their Board of Directors approved moving forward with services for Santa Clara.

As a result, the updated agreement with WeHOPE (Agreement) reflects the following key changes: 1) the contract term will run from August 24, 2026 through August 23, 2029, 2) the total not-to-exceed amount for the two-year agreement will increase from $1,702,326 to $1,788,185 due to the higher indirect cost allowance and increase in year two hourly rates; 3) a three month advance payment in the first contract year in the amount of $222,463 to support start-up costs; 4) an increase in hourly rates of approximately 3% in the Year Two budget; 5) updated independent contractor requirements; and 6) minor updates and clarification of services and performance measures. A clean version of the updated agreement and redline version reflecting the proposed edits are attached to the report (Attachments 1 and 2).

Since the Council's November 4, 2025 action did not delegate authority to the City Manager to further negotiate/amend the approved agreement, staff is providing this updated agreement for the City Council's approval. Additionally, staff is requesting for delegated authority for the City Manager to execute amendments to the agreement with WeHOPE to increase the total not-to-exceed amount of the agreement by an amount not-to-exceed $907,066 if the City identifies or receives additional funding to support the described programs for a third year.

DISCUSSION

The following changes are included in the updated agreement:

- Updated Agreement Term: Staff and WeHOPE are proposing to update the agreement term to begin August 24, 2026 and end on August 23, 2028, with an option to extend for an additional one year at the City's sole discretion if there are remaining funds after WeHOPE's reconciliation of expenditures for the second contract year as described in more detail below. Refer to sections 2 and 5 in Agreement.

- Increased Rate for Indirect Costs: Due to the increased cost of operations, WeHOPE requested the City to increase the not-to-exceed amount authorized for indirect costs from 10% to 15% of each invoice, which, along with the second year hourly rate increase as described below, will increase the agreement's not-to-exceed amount by $85,859, from $1,702,326 to $1,788,185. The new rate of 15% is in line with (or below) indirect cost rates charged by local non-profits for services. Refer to section 6 and Exhibit B, Table 1 in Agreement.

- Advance Payment: WeHOPE made this request to support operational ramp-up, staffing stabilization and onboarding, and overall cash-flow management at the commencement of services and referenced similar processes they have in place with the City of San Jose and City and County of San Francisco through their respective service agreements. In response to WeHOPE's request, staff is proposing to include a section under Exhibit B that allows for an advance payment to cover three months of services in the first contract year in the amount of $222,463. WeHOPE will provide the City with an itemized expense report evidencing the expenses incurred during that time. If the actual expenses equate to less than the sum of the advance payment amount, WeHOPE is responsible for crediting the City the difference in their invoices for the 10th, 11th, and 12th months of the agreement term (June-August 2027). Refer to Exhibit B, Section 2 in Agreement.

- Hourly Rate Increases: WeHOPE made the additional request to include an hourly rate increase in the second year of operations. The City agreed to add an approximate 3% increase to hourly rates for year two, which increased the second year budget by $8,479.

- Minor Updates and Clarification of Services and Performance Measures: Staff made minor updates and clarifying edits to services and performance measures to ensure that the scope of work captures what is needed to implement the programs and consistent language. These changes include WeHOPE assisting with the coordination of events/workshops, which may include resource fairs for people experiencing homelessness; updating a SO/CM performance measure to reflect a more realistic goal for case managed Clients completing

housing plans; flexibility for the City adjust the performance measures as needed with written approval; and hotel stay extensions if a Client is engaged in case management and housing/shelter navigation service. Refer to exhibit A in Agreement. These updates reflect feedback from new City staff who have experience managing similar programs. A Management Analyst in the Community Development Department - Housing Division was hired in February 2026 to manage implementation of the City's homelessness response strategy, build new partnerships, and seek funding for services.

- Adjustments to Independent Contractor Obligations. Updated the language to Sections 8 and 10 of the Agreement to better align with City's updated independent contractor language for services agreements.

- Administrative Edits: Clean-up edits were made to the Indemnity requirements and Section 5.3.1 of Exhibit A is updated to correct the number of rooms that can be utilized per year for the IWHP. There was previously a typo. Additionally, staff adjusted the invoicing and reporting periods to align with the new agreement term.

The information below about WeHOPE and the proposed services was previously included in the November 4, 2025 agenda report.

WeHOPE

WeHOPE is a Bay Area non-profit whose mission is to help individuals become healthy, employed, and housed through innovative, dignity-centered programs. WeHOPE has proven experience in providing a variety of services to individuals experiencing homelessness, including operating three non-congregate shelters in San Francisco, East Palo Alto, and Half Moon Bay and the City's Dignity on Wheels program. Additionally, several of the City's neighboring jurisdictions, including Sunnyvale, San Jose, Milpitas, Mountain View, and the County of Santa Clara's Office of Supportive Housing, contract with WeHOPE to provide various homelessness related services.

Program Services Overview

WeHOPE's programs are based on the principles of Housing First, a nationally recognized approach that prioritizes providing people experiencing homelessness with immediate access to safe, stable housing without requiring sobriety, employment, or other preconditions. This model operates on the belief that everyone is "housing ready" and that stable housing is a critical foundation for improving health, well-being, and long-term self-sufficiency.

To implement these principles locally, WeHOPE will offer and provide the following services to unhoused adults, youth, and families in the City of Santa Clara.

Street Outreach and Case Management (SO/CM)

WeHOPE will provide street outreach and case management services on a regular basis throughout Santa Clara, focusing on locations where unhoused individuals congregate including oversized vehicle encampments. The program aims to build trust through consistent engagement and will connect individuals to shelter/housing opportunities, health care, behavioral health, and supportive services. A team of outreach workers and case managers will implement key activities that include conducting a formal intake process, administering housing assessments, and linkage to the County's Coordinated Entry System, developing service and housing plans, assisting with benefits enrollment,

providing transportation to critical appointments, and placement into the Temporary Hotel Program and the Inclement Weather Hotel Program.

The SO/CM team will also assist clients in obtaining identification and other necessary documentation to secure housing and benefits, distribute hygiene supplies, and facilitate enrollment in the County's Coordinated Entry System for interim and supportive housing and other local resources, and collaborate with the City during City-activated inclement weather events to notify unhoused individuals of local warming and cooling centers and room availability in the City's IWHP, provide transportation, and distribute supplies. Additionally, the SO/CM team will collect feedback from unhoused individuals on existing services and resources, as well as potential service gaps, to provide the City with real time information on how to better serve its unhoused community.

WeHOPE will coordinate its services with City departments and partner agencies, which may include participation in meetings with City departments and/or partner agencies. WeHOPE's SO/CM services are intended to complement the City's existing CRT services. While the CRT will continue to respond to calls for service, quality-of-life issues, and public safety crises regardless of an individual's housing status, WeHOPE will focus on proactive, voluntary engagement with unhoused individuals, emphasizing long-term, housing-focused case management. By providing consistent support and addressing non-emergency needs, the SO/CM team is expected to ease the demand on the CRT, enabling the team to focus on other priorities.

While some of the described services may overlap with those provided by the countywide ABODE Homeless Engagement Access Team (HEAT), which conducts outreach to unhoused individuals who have moderate to severe mental health issues across 13 cities in the county on a bi-weekly basis, there is a need for more regular, localized outreach and services that the SO/CM would provide specifically to Santa Clara residents. The proposed SO/CM services will fill this gap by offering regular, housing-focused support specifically for Santa Clara residents. This will be the first time that street outreach and case management services will be one hundred percent dedicated to Santa Clara.

Estimated costs associated with the SO/CM program are approximately $276,307 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section. The operating costs include program supplies and client assistance, such as hygiene products, clothing, transportation, etc.

Temporary Hotel Program (THP)
Through a direct agreement with a hotel located in Santa Clara, WeHOPE will secure five rooms year-round for unhoused Santa Clara residents, with prioritized use for unhoused individuals who are actively participating in their case management program and working to transition into permanent housing, a shelter program, or another transitional housing opportunity. Participants may stay in a hotel room for up to 30 days.

While enrolled, participants will meet regularly with a case manager to review and advance their housing plan and receive meals and case management services that include all the services provided by the SO/CM team described above. A residential coordinator will also conduct regular wellness checks and room inspections to ensure compliance with program rules, including "no visitors" and "good neighbor" policies.

Estimated expenses directly associated with the THP total are approximately $300,322 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section.

Inclement Weather Hotel Program (IWHP)

The Inclement Weather Hotel Program provides up to ten (10) hotel rooms on a first-come, first-served basis for unhoused individuals residing in Santa Clara during City-activated inclement weather events, for up to 45 nights per year. Services include participant intake, wellness checks, meals, care coordination, and exit planning. WeHOPE staff will be on-call 24/7 during activations to ensure program rules are followed and ensure the health and safety of participants during the inclement weather event. They will have a room onsite during IWHP activations to assist with this coordination. The WeHOPE team will also conduct communications and outreach activities to inform unhoused individuals and service providers when the program is activated.

The City will determine when to activate the IWHP based on local conditions and will notify WeHOPE whenever an inclement weather event is declared. Consistent with the County's Inclement Weather and Excessive Heat Response Annexes, the City may activate the program at its discretion whenever forecast conditions pose a serious health risk, including but not limited to, overnight lows below 40°F with at least a 5% chance of rain, two or more days of persistent or flooding-level rainfall, or National Weather Service "High" or "Very High" Health Risk alerts indicating prolonged, dangerous heat with little nighttime relief.

The proposed IWHP is based on research that City staff completed through consultations with several other jurisdictions experienced in administering similar programs. An inter-departmental team of City staff also met to identify a potential location for an overnight inclement weather location that would provide shelter during extremely hot or cold weather events, after the City's daytime warming or cooling centers close and discuss the involved logistics. These consultations have helped staff compare various emergency shelter models and determined that a non-congregate, hotel-based inclement weather shelter program operated by a service provider is more effective than establishing and administering a "pop-up" shelter in a City facility (e.g., library). Discussions with other jurisdictions revealed that operating "pop-up" shelters presents significant logistical challenges, including securing staffing, facility setup/cleanup, meal coordination, and potential scheduling conflicts at City facilities. In contrast, a hotel-based program operated by a service provider enables faster activation, provides greater participant privacy and safety than a congregate shelter setting, and a site location that is already dedicated for residential uses.

Estimated expenses for the IWHP are approximately $94,284 annually; however, there are also additional operating and staffing costs shared across the three programs as described in more detail under the fiscal impact section.

Stewardship of Hotel Sites

WeHOPE is responsible for establishing an agreement directly with local hotel(s) for the THP and IWHP and will submit all hotel partnership agreements, including the selection of the primary hotel site, to the City for prior review and approval. While WeHOPE intends to operate both programs in a single hotel, the unpredictability of inclement weather activations may at times require a secondary hotel for the IWHP. Additionally, as part of this agreement, WeHOPE will adhere to the hotel's requirements for room occupancy and verify that individuals sharing a hotel room are family members or otherwise have an established prior relationship. WeHOPE has identified a hotel located

on El Camino Real in Santa Clara as a primary hotel site.

Importantly, although the City did not receive any reports from neighboring jurisdictions with similar programs or WeHOPE about major incidents or major damages to hotel rooms in their respective hotel programs, this agreement designates funds for potential incidents: up to $12,813 per year for THP hotel maintenance, supplies and repairs and $5,625 per year for the IWHP rooms. These funds ensure resources are available should any issues arise.

Staffing

The program services will be facilitated through a team of homeless services specialists that includes:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- As Needed Residential Services Coordinators (THP and IWHP only)

WeHOPE will provide their staff regular training and development on topics, including but not limited to the County's Office of Supportive Housing required trainings on use of the County's Homelessness Management Information System (HMIS) and HMIS enrollment, VI-SPDAT assessments, housing navigation, de-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources.

Program Policies

WeHOPE will be responsible for developing program policies and procedures tailored to the City's specific needs and priorities. City staff will review and approve these policies before services begin. At a minimum, these policies address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

City's Efforts to Reduce Homelessness and Its Impacts

This agreement is a meaningful step forward in implementing the City Council priority related to street outreach and expanding the City's homeless services. By partnering with WeHOPE, the City will gain access to WeHOPE's extensive regional experience and deep understanding of local conditions and available resources to effectively implement proven programs tailored to address homelessness in Santa Clara. The three programs proposed in this agreement are informed by

strategies outlined in the City's Draft Citywide Plan to Reduce Homelessness and Its Impacts, research on similar programs in neighboring cities, and input from multiple City departments.

The services proposed in this agreement support key work items outlined in the City's Draft Citywide Plan to Reduce Homelessness and Its Impacts under Strategy Area 2: Increase availability of short-term shelter, permanent supportive housing, and Extremely Low Income (ELI) housing, and Strategy Area 3: Conduct proactive street outreach to engage people who are unsheltered and connect them to resources. Additionally, the programs fall under several categories of the County's Countywide Supportive Housing System, such as Outreach (SO/CM), Coordinated Entry System (SO/CM), and Emergency Shelter (THP and IWHP). Lastly, there are benefits and operational efficiencies of having one vendor manage the City's direct homeless services.

It should be noted that funding for these programs beyond the two service years has not yet been identified. As such, these are pilot programs that will be assessed for their effectiveness through performance measures outlined in the agreement. Staff will work on identifying potential funding sources to implement the programs long term if they prove to be impactful. The performance measures will be included as part of any future progress updates that staff provides to the City Council on the City's homelessness response plan. Since the City piggybacked off of the City of Sunnyvale's agreement, staff intends to implement a competitive procurement process for these services in the future if there is continued support and funding.

Pending approval of the updated agreement, there is $11,815 remaining in the $1.8 million State grant that will not be directly expended through the WeHOPE agreement. Staff plans to use these funds to support other homelessness-related initiatives, such as resource fairs for people experiencing homelessness and the upcoming 2027 Point-in-Time Count.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The proposed agreement has a not-to-exceed amount of $1,788,185 for the agreement term, which will be covered entirely by the State grant that the City received to expand its homelessness response. In the updated agreement, the first contract year includes a not-to-exceed amount of $889,853 and the second contract year includes a not-to-exceed amount of $898,332 plus any remaining funds from the first year. Services can continue into the third contract year if there are remaining funds from the second contract year, at the City's sole discretion, or if the City amends the agreement to increase the total not-to-exceed amount to continue services through the end of the agreement term. For cost details, please see year 1 and 2 service budgets in Attachment 1, exhibit B.

Hotel rooms and certain operating costs (e.g., THP and IWHP hotel rooms, THP and IWHP hotel maintenance, supplies and repairs, client assistance, staff training, insurance, program supplies, client assistance, etc.) are reimbursed based on actual usage/expenses. Additionally, the City may approve the transfer of amounts between any of the budget categories provided the total maximum compensation is not exceeded, which provides some flexibility.

Funding for this agreement is budgeted in the Other City Departments Operating Grant Trust Fund.

COORDINATION
This report has been coordinated with the Community Development Department, City Manager's Office, City Attorney's Office, and Finance Department.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION
1. Approve and authorize the City Manager to execute the updated Agreement for Services with WeHOPE to provide street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, substantially on the terms and the form presented with a maximum compensation not-to-exceed $1,788,185, in a final form approved by the City Attorney; and
2. Authorize the City Manager to execute amendments to the agreement with WeHOPE to increase the total not-to-exceed amount of the agreement by an amount not-to-exceed $907,066 if the City identifies or receives additional funding to support the described programs.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Final Agreement Signed by WeHOPE
2. Redline Compare with Draft Presented to Council on 11/04/2025

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AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WEHOPE

PREAMBLE

This Agreement dated _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and WeHOPE, a California nonprofit corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the street outreach and essential homeless services ("Services") more fully described in Exhibit A of this Agreement, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

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2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement, the Term of this Agreement will begin as of August 24, 2026 and will terminate on August 23, 2028, unless the City, in its sole discretion exercises its option to extend the Agreement for up to an additional one-year term ("Final Service Period"). City may exercise its option for the Final Service Period upon completion of the reconciliation process for Service Period Two, by providing written notice to Contractor.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor will perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from material defect and will conform in all material respects to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City will pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The total maximum compensation authorized under this Agreement will not exceed One Million Seven Hundred Eighty-Eight Thousand, One Hundred Eighty-Five Dollars ($1,788,185) ("Total Maximum Compensation"), which will be allocated in the manner set forth in Exhibit B. The Total Maximum Compensation is subject to budget appropriations, and shall include all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Total Maximum Compensation under the Agreement, will be at Contractor's expense. Contractor will not be entitled to any payment above the Total Maximum Compensation under any circumstance.

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7. TERMINATION

A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon thirty (30) days' written notice to Contractor, provided that Contractor fails to cure such default within such thirty (30) day period.

C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

Within thirty (30) days of the date of termination of this Agreement, Contractor shall pay to the City a refund of any advance payment remaining in accordance with the provisions outlined in Exhibit B, entitled "SCHEDULE OF FEES." ("Advance Payment Refund").

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Contractor will not hire subcontractors without express written permission from City. Contractor will be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

Contractor is responsible for determining, providing, and administering all compensation paid, and benefits provided to, its personnel. Contractor is responsible for the eligibility of its employees, contractors, and or personnel to work in each jurisdiction where they are providing Services to City and for reporting to the appropriate federal, state, and local agencies all compensation and payment of all applicable taxes arising therefrom. Contractor shall independently determine its employees, contractors, workers, and or personnel, their associated compensation, and all other aspects of their engagement or employment. Contractor's personnel are not eligible to participate in any of the employee benefits or retirement benefits or similar programs offered to City employees or sponsored by the City.

9. NO THIRD-PARTY BENEFICIARY

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

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10. INDEPENDENT CONTRACTOR

Contractor and all person(s) it engages, hires, contracts with, or employs to furnish labor and/or materials to City to fulfill its obligations under this Agreement shall be independent contractors of the City, and do not act as agent(s) or employee(s) of City. Contractor has and maintains full rights to supervise and manage its personnel, workers, contractors, and or employees in their performance of Services under this Agreement.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the term of this Agreement:

a. A person other than the Contractor engages in supervision of the way the person supplies labor and or materials to City; instructs or directs the person to follow instructions given by City or designee concerning how the person's labor and material are to be provided; or is instructed or directed to grant on-going review of the person's labor and or materials.

b. A person other than the Contractor instructs, directs, or requires the person to participate in or attend training.

c. A person the Contractor assigns to perform Services under this Agreement informs Contractor they are unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City.

d. A person the Contractor assigns to perform Services under this Agreement informs Contractor any person has stated they are a City employee, or the person has formed a belief or opinion they have become or are a City employee.

Contractor must immediately provide written notice to City of any notice or report under this Section and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any report or notice it receives from any source, relating to this Section, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide services, labor, and or materials to City on the requirements of this Section. Contractor shall require that its workers and or personnel immediately report any perceived occurrence under this Section to their respective Contractor supervisor or representative.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement will be held confidential by Contractor and will not, without the prior written consent of City, be used for any purposes other than the

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performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Contractor may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Contractor will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Contractor will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services, – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

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B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/ INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Adam Marcus and Greg Pensinger
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at amarcus@santaclaraca.gov and gpensinger@santaclaraca.gov

And to Contractor addressed as follows:

WeHOPE
1854 Bay Road
East Palo Alto, CA 94303
and by e-mail at pbains7@wehope.org

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The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor will not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

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23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

26. ELECTRONIC SIGNATURES

Each Party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Signatures on next page

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager, City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WEHOPE
a California nonprofit corporation

Dated: 8/5/2026 | 9:38 AM PDT

By (Signature): Signed by: 35E372384ED546B...

Name: Pastor Paul Bains

Title: President

Principal Place of Business Address: 1854 Bay Rd
East Palo Alto, CA 94303

Email Address: Pbains7@wehope.org

Telephone: (650) 779-4632

Fax: (650) 330-8010

"CONTRACTOR"

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EXHIBIT A
SCOPE OF SERVICES

Contractor will provide street outreach and essential homeless services ("Services") to the City's unhoused populations as described below:

1. PURPOSE

1.1. Contractor will provide Services to the City's unhoused populations through coordination and management of the programs listed below ("Programs").

Street Outreach and Case Management Program ("SO/CM")
Temporary Hotel Program ("THP")
Inclement Weather Hotel Program ("IWHP")

The goal of the Programs is to establish supportive relationships with people experiencing homelessness and provide linkage to key resources, case management, and temporary shelter. The specific services provided for each program are more fully described below.

2. ELIGIBLE PARTICIPANTS

2.1. Contractor will offer and provide Services to unhoused adults, youth, including Transitional Age Youth (TAY), and families in the City of Santa Clara ("Clients"). For the purposes of this Agreement, unhoused people are defined as those persons who do not have a primary, fixed nighttime residence and are living in a place not meant for human habitation (i.e. sleeping outdoors, in a vehicle, or encampment). The specific population served may vary per program.

2.2. Participation in any of the Programs is entirely voluntary. Clients are not required to be sober from drugs and/or alcohol, to have completed or be currently enrolled in a treatment program, to be compliant with prescribed medications, or to have income or employment to qualify for Services.

3. PROGRAM HOURS

Regular operations for all Programs under this Agreement will occur seven days per week, between 8:00am and 5:00pm, Monday through Friday, and 8:30am and 5:00pm on Saturdays, Sundays, and all Holidays. The City may request adjustments to these hours as needed upon written notice to Contractor.

4. PROGRAM STAFFFING

The Programs and Services included in this Agreement will be facilitated through Contractor's single team of homeless services specialists, more fully described below:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- 2.0 FTE Residential Services Coordinators **(THP and IWHP only)**

Contractor will ensure that the Programs are staffed at no less than 90% of the regular staffing levels listed above at all times.

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5. PROGRAM DESCRIPTIONS

Contractor will provide all Services in accordance with the principles described in Appendix A – Core Principles, attached and incorporated into this Scope of Services. The specific Services included in each Program are listed below.

5.1. Street Outreach and Case Management Services

SO/CM Services will be provided at regular, recurring locations where unhoused people are known to congregate, and at other locations as requested by the City and at a minimum include:

5.1.1. A formal intake process, including review of the Program Participant Agreement, prepared by Contractor, signed acknowledgement of Program Rules, and signed Release of Information, consistent with the version used by Santa Clara County's Homeless Management Information System ("HMIS").

5.1.2. Administration of the Vulnerability Index Specialized Prioritization Decision and Assessment Tool ("VI-SPDAT")

5.1.3. Linkage to the Santa Clara County Coordinated Entry System for access to shelter and housing opportunities

5.1.4. Client enrollment in the Santa Clara County HMIS for consenting and eligible Clients

5.1.5. Administration of housing assessments, development of housing plans, assistance with housing applications, and general housing navigation support

5.1.6. Referrals to medical and behavioral health services

5.1.7. Distribution of hygiene kits and other supplies

5.1.8. Linkage to additional services and resources, including but not limited to the City's mental health care coordination service, Santa Clara County's Behavioral Health Services Department ("BHSD"), and Office of Supportive Housing ("OSH")

5.1.9. Transportation to housing, medical, benefits, and other appointments

5.1.10. Public benefits enrollment support, including assistance with acquiring required documentation, post-public benefits enrollment support, and guidance on maintaining public benefits

5.1.11. Interventions that may support Client's ability to secure temporary or permanent housing opportunities, such as coaching on overdose prevention, crisis de-escalation, self-sufficiency skills, goal setting, and other key interventions as identified through the course of a Client's involvement in SO/CM

5.1.12. Placement coordination into the THP and IWHP

5.1.13. Collaboration with the City during inclement weather events to notify unhoused individuals of local warming and cooling centers, room availability in the City's IWHP or other available shelter opportunities, provide transportation to

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respective locations, provide wellness checks, and distribute supplies (e.g. blankets, ponchos, water bottles, etc. depending on the weather event)

5.2. Temporary Hotel Program (THP)

At a minimum, THP services will include all of the Services provided in the SO/CM program, as well as:

5.2.1. Partnership with a hotel located within City limits for up to five (5) hotel rooms, that are reserved for the purposes of providing temporary lodging for unhoused individuals. THP rooms may be used by an individual for up to thirty (30) consecutive days. The Program Manager may grant an extension up to an additional sixty (60) days, for a total of ninety (90) consecutive days, if a Client is engaged in case management and housing/shelter navigation services. An additional room may be assigned to a Residential Services Coordinator, if in Contractor's discretion it is determined that overnight supervision of the Program is needed.

5.2.2. Room assignment coordination to include safety information, general orientation to the site, and pre-screening Clients to ensure they are appropriate for participation in the Program and room-sharing. Contractor will ensure family members are assigned shared rooms.

5.2.3. Regular check-ins with all THP Clients, at least twice a week.

5.2.4. Provide a minimum of two (2) meals per Client per day. Contractor will ensure all food is properly heated and refrigerated as appropriate for distribution and will assign at least one Contractor staff member with a valid Food Safety Certification to oversee all food handling and distribution services. Additionally, Contractor will maintain daily tracking logs of meal distribution per Program.

5.2.5. Conduct exit planning, including but not limited to coordination with outside service providers to support Client's transition to a more permanent setting.

5.2.6. Provide 24/7 on-call support by a management level staff for prompt guidance and response to critical incidents

5.3. Inclement Weather Hotel Program

The City follows the Inclement Weather Annex and Excessive Heat Response Annex to the County's Emergency Operation Plan. In accordance with the County's activation trigger thresholds for an inclement weather event, the City may activate an inclement weather event if any of the following conditions are present:

- Overnight low of 40 degrees or lower, with a probability of rain of at least 5%.
- Overnight low of 45 degrees or lower with a 50% or higher probability of rain.
- Persistent rainfall expected for two or more days and/or rainfall with flooding and/or soil oversaturation that could cause land movement that would create life-threatening conditions for those living in or along affected areas.
- When the National Weather Service deems a High Risk for much of the population, especially for those who are heat sensitive and those without effective cooling, and/or adequate hydration, and/or a Very High Risk for the

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entire population due to long duration heat, with little to no relief overnight in accordance with the National Weather Service's HeatRisk Value Product.

City will use its discretion to activate an inclement weather event as conditions specific to the City applies. City will provide notice to Contractor of activation of an inclement weather event, after which Contactor will provide the following services:

5.3.1. Partnership with a hotel located within City limits for up to eleven (11) hotel rooms that are reserved for the purposes of providing lodging for unhoused individuals and Program staff during inclement weather events. One (1) of the 11 rooms will be provided for a Residential Services Coordinator for each activation of the IWHP. The City does not anticipate activating the IWHP in excess of 45 total days per year, which equates to 495 rooms per year, including lodging for the Residential Services Coordinator.

5.3.2. All of the Services provided in SO/CM and THP

5.3.3. Additional street outreach services to provide notice directly to unhoused individuals, as well as advocate organizations, nonprofit providers, and other relevant parties through social media channels, website updates, and other methods that may be available

6. Stewardship of Hotel Sites

Contractor will be solely responsible for securing partnerships with local hotels for the purposes of the THP and IWHP. Contractor will partner with hotels that are within the City of Santa Clara, unless during an inclement weather event there are no vacancies in partner hotels. In such cases, Contractor will partner with hotels that are as close to City limits as possible, preferably within five (5) miles. Additionally, Contractor will:

6.1. Limit occupancy per hotel room to a maximum of four (4) Clients, unless hotel policy states a maximum of less than 4, in which case the hotel policy will apply

6.2. Provide copies of hotel partnership agreements and any amendments for review and approval by the City prior to execution

6.3. Secure alternative agreements if the primary hotel cannot provide rooms at the required quantities or has been determined to be unfit for the purposes of this Agreement, including due to issues regarding the health and safety of Clients

6.4. Provide immediate notification to the City of any change in hotel site for either program

6.5. Adhere at all times to the terms and conditions stated within Contractor's hotel partnership agreements

6.6. Provide immediate notification to the City of any event that could impact the term of the hotel partnership agreements, including but not limited to breach of contract by either party or failure to renew the agreement

7. GENERAL REQUIREMENTS

In addition to the Services stated above, Contractor will adhere to each of the following requirements for all Programs, unless otherwise specified below.

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7.1. Case Management Ratio:
For all Programs included in this Agreement, Contractor will actively monitor Case Manager caseloads, ensuring a maximum ratio of twenty-five (25) standard case management clients per 1.0 FTE Case Manager. For caseloads that include clients requiring more intensive support, the maximum ratio may be reduced to seventeen (17) clients per 1.0 FTE case manager. Approval of a reduced caseload will be upon the sole discretion of Contractor.

7.2. Supervision: Contractor will ensure its street outreach/case management staff have regular access to supervision and case conferencing to ensure its staff are properly supported and providing appropriate services based in Client need.

7.3. Policies: Contractor will develop and maintain written policies that specify the rules and operations for each Program. Contractor will provide drafts of the policies for review and approval by the City. Final copies of all policies will be provided to the City upon completion, and Contractor will provide no less than thirty (30) days' notice to any updates to established policies.

At a minimum, Contractor will maintain policies that address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

7.4. Staff Training: Contractor will provide Contractor staff with regular training and development on topics, including but not limited to:

- County of Santa Clara OSH required trainings on use of the County's HMIS and HMIS enrollment
- VI-SPDAT Assessments and Housing Navigation
- De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources

7.5. Critical Incident Reporting: Contractor will report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to City staff. Critical incidents include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, or other critical incident involving Contractor staff or program Clients of the SO/CM, THP, and IWHP, as well as damage to the hotel resulting from Contractor staff or program Clients' actions.

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7.6. Language and Interpretation Services: Contractor will make all program forms, including promotional materials such as flyers, available in English and Spanish. Contractor will ensure that translation and interpreter services are available. Contractor will address the needs of and provide services to the served population who primarily speak language(s) other than English. At the City's written request, Contractor will provide program forms, including promotional materials, in additional languages.

7.7. Coordination With City: Upon the request of the City, Contractor will coordinate the provision of Services with City departments and partner agencies, including but not limited to, the County of Santa Clara. Coordination may additionally include participation in meetings with City departments and/or partner agencies for the purposes of reporting on Services, participation in the biennial Point-in-Time Count, and generally on issues of homelessness in the City. In addition, Contractor may be asked to co-organize and coordinate events or workshops for the City which may include, but not be limited to, resource fairs for people experiencing homelessness. City will provide advance notice of meeting dates and times to ensure Contractor's availability to participate.

7.8. HMIS Compliance

Contractor will coordinate with the County of Santa Clara to maintain access to the County's Homeless Management Information System (HMIS), or any future systems/databases required by the County to submit homeless services data. Contractor will ensure compliance with the County's HMIS or future system requirements at all times.

7.9. Program Monitoring

Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives. Monitoring of program participation in the County's HMIS may include, but is not limited to, data quality reports from the County's HMIS, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

7.10. Fiscal Compliance and Contract Monitoring

Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs).

8. PERFORMANCE MEASURES

Contractor's performance toward intended Program goals will be measured according to the following criteria:

8.1. SO/CM Program

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 90% of case managed Clients at least once per week and document their efforts in the County's HMIS.	Number of unduplicated case managed Clients and number of weekly case management sessions they received in the reporting period.	90% of case managed Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.
B	Contractor will track quantity of individuals declining services and the reasons for declining outreach services.	Number of unduplicated individuals who declined outreach services during the reporting period.	Information purposes only. Contractor will provide a narrative description of common reasons individuals provide for declining services in the Quarterly Reports.
C	Contractor will work with case managed Clients to complete a VI-SPDAT assessment.	Number of unduplicated case managed Clients who completed a VI-SPDAT assessment in HMIS.	A minimum of 50% of case managed Clients will have completed VI-SPDAT assessment in HMIS.
D	Contractor will work with case managed Clients to complete a housing plan.	Number of unduplicated case managed Clients who complete a housing plan.	70% of case managed Clients engaged in services will have completed a housing plan within the first 90 days.
E	Contractor will work with case managed Clients to secure permanent or temporary shelter.	Number of unduplicated case managed Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of case managed Clients will exit to temporary housing destinations (e.g., emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.).

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F	Contractor will work with case managed Clients to enroll in, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.	Number of case managed Clients who are enrolled in, maintain, or increase benefits in the reporting period.	A minimum of 50% of case managed Clients will be connected to, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.
G	Contractor will work with case managed Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of case managed Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	50% of case managed Clients will obtain the necessary documents to move into housing.
H	Contractor will work with case managed Clients to obtain health insurance.	Number of case managed Clients who have enrolled in health care services within the reporting period.	A minimum of 50% of case managed Clients will have enrolled in health care services.
I	Contractor will conduct at least 3,000 encounters and wellness checks annually, as verified by the County's HMIS. The City recognizes that changing departmental priorities will impact the number of encounters and wellness checks conducted by Contractor's Street Outreach staff.	Annual unduplicated and duplicated number of outreach encounters.	At least 3,000 outreach encounters (duplicated and unduplicated) will occur per contract year.

8.2. THP

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 100% of THP Clients a minimum of six days a week and document their efforts in the County's HMIS.	Number of unduplicated THP Clients and number of case management sessions they received in the reporting period.	100% of THP Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.
B	Contractor will work with 100% of THP Clients to complete a housing plan.	Number of unduplicated THP Clients who complete a housing plan.	100% of THP Clients will have completed a housing plan during their program stay.
C	Contractor will work with THP Clients to secure temporary or permanent housing.	Number of unduplicated THP Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of THP Clients will exit to temporary housing destinations (emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.)
D	Contractor will work with THP Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of THP Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	A minimum of 50% of THP Clients will obtain the necessary documents to move into housing.

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8.3. IWHP

	Activities	Measures	Service Objectives
A	Activity: Contractor will provide intake and program orientation to all new IWHP Clients and updates for returning IWHP Clients in a new stay.	Monthly Reporting: Number of duplicated and unduplicated IWHP Clients served per inclement weather event Monthly Reporting: Number and percentage of unduplicated Clients who have received an intake and program orientation during each program activation.	Goal: 100% of the IWHP Clients will have received an intake and program orientation during each program activation as reflected in the County's HMIS.
B	Activity: Contractor will conduct daily counts and wellness checks for all IWHP Clients.	Monthly Reporting: Number and percentage of unduplicated IWHP Clients who received wellness checks daily.	Goal: 100% of all IWHP Clients will have a daily wellness check.

8.4 The criteria outlined above is subject to change, upon the City's written request.

9. Reporting Requirements

Contractor will provide regular progress updates to the City, as further described below.

9.1. Quarterly Performance Reports that will include at a minimum:

9.1.1. Total number of unduplicated Clients served during the reporting period

9.1.2. Progress toward each of the Performance Measures listed in Section 9. (Performance Measures).

9.1.3. A narrative description of trends, successes, and challenges observed during the reporting period, including the primary reasons given for declining Services.

9.2. Annual Performance Reports that combine all of the previously submitted data from the Quarterly Performance Reports and provide an overall summary of the contract activities, trends, successes, challenges, and recommendations for improvement.

9.3. Quarterly and Annual Performance Data will be submitted by Contractor in the City's database, *City Data Services (CDS),* according to the schedule below. City will provide Contractor with access and training on the database as needed.

Reporting Period		Report Due in CDS
Q1	8/24/26 – 9/23/26 9/24/26 – 10/23/26 10/24/26 – 11/23/26	December 15
Q2	11/24/26 – 12/23/26 12/24/26 – 1/23/27 1/24/27 – 2/23/27	March 15
Q3	2/24/27 – 3/23/27 3/24/27 – 4/23/27 4/24/27 – 5/23/27	June 15
Q4	5/24/27 – 6/23/27 6/24/27 – 7/23/27 7/24/27 – 8/23/27	September 15
Annual Performance Data		**September 30**

9.4. Contractor will provide ad hoc reports as requested by the City.

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Appendix A
CORE PRINCIPLES

Contractor will provide the Services within this Agreement in alignment with the principles and practices.

Housing First

Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Contractor services and operations will align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant's loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, and use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of the populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Contractor will require their teams conduct Services using

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effective communication, including whenever possible in Client’s preferred language, and at the appropriate, educational and literacy levels, and in the context of the individual's cultural identity.

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EXHIBIT B
SCHEDULE OF FEES

1. FEES

Contractor will be compensated for Services at the rates set forth in Table 1, below and shall not exceed the estimated costs set forth each budget category of Service identified. The City may approve in writing the transfer of amounts between any of the budget categories provided the total maximum compensation is not exceeded. Contractor will not exceed any of the specified amounts for any budget category without prior written authorization from the City.

2. ADVANCE PAYMENT

The City will provide Contractor with one advance payment for Services, as further described below.

2.1 Within thirty (30) days of the Effective Date of this Agreement, City will pay Contractor an advance payment for the estimated costs of the first three months of Services, covering August 24, 2026 through November 23, 2026 ("Advance Period"), in the amount of Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Three Dollars ($222,463) ("Advance Payment Amount").

2.2 Contractor shall comply with the invoice and expense reporting requirements set forth in Section 3 of this Exhibit B throughout the Advance Period.

2.3 The City will review the invoices and expense reports to verify the actual cost of Services provided during Advance Period. If the City finds that the actual cost of Services is less than the Advance Payment Amount, the City will notify Contractor of the remaining Advance Payment Amount City, which will be calculated as follows:

2.4 Total Advance Payment Amount less total amount of approved invoices and expense reports for the Advance Period.

2.5 The remaining Advance Payment will be used as credit deducted in three equal installments for the June, July, and August 2027 approved invoices and expense reports.

3. INVOICE AND EXPENSE REPORTING REQUIREMENTS

3.1. Contractor will invoice City on a monthly basis for the expenses actually incurred by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

Contractor will itemize each invoice and accompany it with an expense report ("Expense Report") that includes, at a minimum, supporting documentation for the following:

3.2. Expenses incurred per budget category listed on the Annual Services Budget (Table 1)

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3.3. The number of nights per hotel room billed during the invoice period. Invoices will also indicate whether rooms were used for the THP or the IWHP.

3.4. A brief narrative of any relevant activities or updates from the period being invoiced

3.5. A complete summary of Contractor's invoice and reporting requirements, including submission of Quarterly and Annual Performance Data as described in Exhibit A, is summarized in the table below.

Service Period One - Invoice & Reporting Requirements			
Service Period One (August 24, 2026 - August 23, 2027)			
Quarter	**Service Period**	**Invoice (Inv.)/Expense Report (ER) Due**	**Quarterly Report Due in CDS**
Q1	8/24/26 – 9/23/26	10/15/2026 (ER Only)	December 15, 2026
	9/24/26 – 10/23/26	11/15/2026 (ER Only)	
	10/24/26 – 11/23/26	12/15/2026 (ER Only)	
Q2	11/24/26 – 12/23/26	1/15/2027 (Inv. / ER)	March 15, 2027
	12/24/26 – 1/23/27	2/15/2027 (Inv. / ER)	
	1/24/27 – 2/23/27	3/15/2027 (Inv. / ER)	
Q3	2/24/27 – 3/23/27	4/15/2027 (Inv. / ER)	June 15, 2027
	3/24/27 – 4/23/27	5/15/2027 (Inv. / ER)	
	4/24/27 – 5/23/27	6/15/2027 (Inv. / ER)	
Q4	5/24/27 – 6/23/27	7/7/2027 (Inv. / ER)* **Early due date for City year-end processes*	September 15, 2027
	6/24/27 – 7/23/27	8/15/2027 (Inv. / ER)	
	7/24/27 – 8/23/27	9/15/2027 (Inv. / ER)	
Annual Performance Data for August 24, 2026 – August 23, 2027			September 30, 2027

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Service Period Two - Invoice & Reporting Requirements			
Service Period Two (August 24, 2027 - August 23, 2028)			
Quarter	**Service Period**	**Invoice (Inv.)/Expense Report (ER) Due**	**Quarterly Report Due in CDS**
Q1	8/24/27 – 9/23/27	10/15/2027 (Inv. / ER)	December 15, 2027
	9/24/27 – 10/23/27	11/15/2027 (Inv. / ER)	
	10/24/27 – 11/23/27	12/15/2027 (Inv. / ER)	
Q2	11/24/27 – 12/23/27	1/15/2028 (Inv. / ER)	March 15, 2028
	12/24/27 – 1/23/28	2/15/2028 (Inv. / ER)	
	1/24/28 – 2/23/28	3/15/2028 (Inv. / ER)	
Q3	2/24/28 – 3/23/28	4/15/2028 (Inv. / ER)	June 15, 2028
	3/24/28 – 4/23/28	5/15/2028 (Inv. / ER)	
	4/24/28 – 5/23/28	6/15/2028 (Inv. / ER)	
Q4	5/24/28 – 6/23/28	7/7/2028 (Inv. / ER)* **Early due date for City year-end processes*	September 15, 2028
	6/24/28 – 7/23/28	8/15/2028 (Inv. / ER)	
	7/24/28 – 8/23/28	9/15/2028 (Inv. / ER)	
Annual Performance Data for August 24, 2027 – August 23, 2028			September 30, 2028

***** *The invoice and reporting schedule for the Services provided during the Final Service Period, if authorized by the City, will be established in writing by the City to Contractor.*

3.6. The City will have thirty (30) business days from receipt of an approved invoice and Expense Report to approve or deny the invoice. If the City denies an invoice, the City will provide Contractor written notice identifying the deficiencies. Contractor will have ten (10) business days from receipt of City's notice to either provide additional documentation clarifying expenses or submit a revised invoice and Expense Report correcting the deficiencies subject to review and approval by the City. If Contractor does not correct deficiencies to the satisfaction of the City within the ten (10) business day cure period, the City reserves the right to terminate this Agreement in accordance with Section 7 of this Agreement, entitled "Termination" and shall not pay Contractor for the deficient invoice.

3.7. City will pay Contractor within sixty (60) days of receipt of an approved invoice and Expense report. Payments made after such sixty (60) day period will be subject to a 1.5% per month interest penalty payment (in addition to all outstanding amounts due) or, the maximum amount of interest allowable by law, whichever is less.

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TABLE 1
YEAR ONE SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	$ 104,000	2.0	$25.00/hour * 2080 hrs * 2.0 FTE
Case Manager	$ 120,640	2.0	$29.00/hour * 2080 hrs * 2.0 FTE
Program Manager	$ 36,400	0.5	$35.00/hour * 2080 hrs * 0.5 FTE
Residential Service Coordinator – THP and IWHP	$ 21,600	2.0	$30.00/hour * 16 hrs * 45 days
Benefits @ .23	$ 65,007		
subtotal personnel	**$ 347,647**	**6.5**	
Operating Expenses			
THP - Rental of Property - 5 RMS	$ 228,125		Actual cost, not to exceed ("NTE") $125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP	$ 56,250		Actual cost, NTE $125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	$ 5,625		Staff Room: 1 room at $125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement	$ 2,500		Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	$ 9,600		Reimbursable up to out-of-pocket cost
IT Communication Operations, Support/Maintenance	$ 7,500		Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	$ 3,500		Reimbursable up to out-of-pocket cost

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Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	**$ 426,138**		
Admin Expense			
15% indirect cost*	$116,068		
subtotal admin expense	**$116,068**		
Total Expenses	**$889,853**		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

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YEAR TWO SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	$ 107,120	2.0	Year 1 Salary ($25/hr) + 3% Cost-of-Living Increase ("COLA")*
Case Manager	$ 124,259	2.0	Year 1 Salary ($29/hr) + 3% Cost-of-Living Increase ("COLA")*
Program Manager	$ 37,492	0.5	Year 1 Salary ($35/hr) + 3% Cost-of-Living Increase ("COLA")*
Residential Service Coordinator – THP and IWHP	$ 22,248	2.0	Year 1 Salary ($30/hr) + 3% Cost-of-Living Increase ("COLA")*
Benefits @ .23	$ 65,007		
subtotal personnel	**$ 356,126**	**6.5**	
Operating Expenses			
THP - Rental of Property - 5 RMS	$ 228,125		Actual cost, NTE $125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP	$ 56,250		Actual cost, NTE $125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	$ 5,625		Staff Room: 1 room at $125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement	$ 2,500		Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	$ 9,600		Reimbursable up to out-of-pocket cost

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IT Communication Operations, Support/Maintenance	$ 7,500		Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	$ 3,500		Reimbursable up to out-of-pocket cost
Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	**$ 426,138**		
Admin Expense			
15% indirect cost*	$116,068		
subtotal admin expense	**$116,068**		
Total Expenses	**$898,332**		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California that cover all Services required under this Agreement. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01 on an occurrence basis. Policy limits, terms, and conditions are subject to review, but will in no event be less than, the following:

   $5,000,000 Each Occurrence for Bodily Injury and Property Damage
   $5,000,000 General Aggregate
   $5,000,000 Products/Completed Operations Aggregate
   $5,000,000 Personal and Advertising Injury

2. Exact structure and layering of the coverage will be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.

3. The following provisions will apply to the Commercial General Liability policy as well as any umbrella/excess liability policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; except a Named Insured versus Named Insured version may be permittable; and

   c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

   d. There will be no exclusions which preclude coverage for claims or suits including, but not limited to, assault, battery, molestation, sexual abuse, human trafficking, narcotics.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office form CA 00 01 with policy limits a minimum limit of not less than two million dollars ($2,000,000) combined single limit. Business automobile liability coverage should apply to all owned (if any), non-owned, leased, and hired vehicles, including, but not limited to, automobiles, trucks and trailers..

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this Agreement. Coverage will be in an amount of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) aggregate. Any coverage containing a deductible or self-retention must first be disclosed in writing by the City Attorney's Office. If coverage is provided on a claims made basis, the policy shall have a retroactive date that precedes the start of the work and shall remain in effect or provide for an extended reporting period for three years following completion of the work.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of the commercial general liability and, business automobile liability policies.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City. The commercial general liability coverage must provide, Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent. The business automobile liability coverage must provide Insurance Services Office (ISO) Endorsement CA 20 48, or its equivalent.

All the following clauses and/or endorsements, or similar provisions, must be part of each required insurance policy.

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2. Waiver of Subrogation. In favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

3. Primary and non-contributing. Each insurance policy provided by Contractor will contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Contractor's insurance.

4. Cancellation.

   a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least ten (10) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least thirty (30) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements will, and insurance compliance documents

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provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor will file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker will provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor will submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement will be mailed to:

EBIX Inc.
City of Santa Clara – Planning
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance

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company of equal financial stability that is approved by the City or its insurance compliance representatives.

J. By requiring the minimum insurance coverage set forth in this Exhibit C, the City does not assume any responsibility for the adequacy of such coverage or confirming Contractor's compliance therewith. Delivery or acceptance of a certification of insurance not meeting the requirements of this provision shall not be deemed to waive any of Contractor's requirements hereunder.

AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WEHOPE

PREAMBLE

This Agreement dated _____ ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and WeHOPE, a California nonprofit corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the street outreach and essential homeless services ("Services") more fully described in Exhibit A of this Agreement, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement, the Term of this Agreement will begin as of August 24, 2026 and will terminate on August 23, 2028, unless the City, in its sole discretion exercises its option to extend the Agreement for up to an additional one-year term ("Final Service Period"). City may exercise its option for the Final Service Period upon completion of the reconciliation process for Service Period Two, by providing written notice to Contractor.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor will perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from material defect and will conform in all material respects to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City will pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The total maximum compensation authorized under this Agreement will not exceed One Million Seven Hundred Eighty-Eight Thousand, One Hundred Eighty-Five Dollars ($1,788,185) ("Total Maximum Compensation"), which will be allocated in the manner set forth in Exhibit B. The Total Maximum Compensation is subject to budget appropriations, and shall include all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Total Maximum Compensation under the Agreement, will be at Contractor's expense. Contractor will not be entitled to any payment above the Total Maximum Compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon thirty (30) days' written notice to Contractor, provided that Contractor fails to cure such default within such thirty (30) day period.

C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

Within thirty (30) days of the date of termination of this Agreement, Contractor shall pay to the City a refund of any advance payment remaining in accordance with the provisions outlined in Exhibit B, entitled "SCHEDULE OF FEES." ("Advance Payment Refund").

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Contractor will not hire subcontractors without express written permission from City. Contractor will be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

Contractor is responsible for determining, providing, and administering all compensation paid, and benefits provided to, its personnel. Contractor is responsible for the eligibility of its employees, contractors, and or personnel to work in each jurisdiction where they are providing Services to City and for reporting to the appropriate federal, state, and local agencies all compensation and payment of all applicable taxes arising therefrom. Contractor shall independently determine its employees, contractors, workers, and or personnel, their associated compensation, and all other aspects of their engagement or employment. Contractor's personnel are not eligible to participate in any of the employee benefits or retirement benefits or similar programs offered to City employees or sponsored by the City.

9. NO THIRD-PARTY BENEFICIARY

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) it engages, hires, contracts with, or employs to furnish labor and/or materials to City to fulfill its obligations under this Agreement shall be independent contractors of the City, and do not act as agent(s) or employee(s) of City. Contractor has and maintains full rights to supervise and manage its personnel, workers, contractors, and or employees in their performance of Services under this Agreement.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the term of this Agreement:

a. A person other than the Contractor engages in supervision of the way the person supplies labor and or materials to City; instructs or directs the person to follow instructions given by City or designee concerning how the person's labor and material are to be provided; or is instructed or directed to grant on-going review of the person's labor and or materials.

b. A person other than the Contractor instructs, directs, or requires the person to participate in or attend training.

c. A person the Contractor assigns to perform Services under this Agreement informs Contractor they are unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City.

d. A person the Contractor assigns to perform Services under this Agreement informs Contractor any person has stated they are a City employee, or the person has formed a belief or opinion they have become or are a City employee.

Contractor must immediately provide written notice to City of any notice or report under this Section and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any report or notice it receives from any source, relating to this Section, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide services, labor, and or materials to City on the requirements of this Section. Contractor shall require that its workers and or personnel immediately report any perceived occurrence under this Section to their respective Contractor supervisor or representative.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement will be held confidential by Contractor and will not, without the prior written consent of City, be used for any purposes other than the

performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Contractor may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Contractor will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Contractor will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services, – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/ INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Adam Marcus and Greg Pensinger
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at amarcus@santaclaraca.gov and gpensinger@santaclaraca.gov

And to Contractor addressed as follows:

WeHOPE
1854 Bay Road
East Palo Alto, CA 94303
and by e-mail at pbains7@wehope.org

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor will not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

26. ELECTRONIC SIGNATURES

Each Party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Signatures on next page

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager, City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WEHOPE
a California nonprofit corporation

Dated: _____

By (Signature): _____

Name: Pastor Paul Bains

Title: President

Principal Place of Business Address: 1854 Bay Rd
East Palo Alto, CA 94303

Email Address: Pbains7@wehope.org

Telephone: (650) 779-4632

Fax: (650) 330-8010

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

Contractor will provide street outreach and essential homeless services ("Services") to the City's unhoused populations as described below:

1. PURPOSE

1.1. Contractor will provide Services to the City's unhoused populations through coordination and management of the programs listed below ("Programs").

Street Outreach and Case Management Program ("SO/CM")
Temporary Hotel Program ("THP")
Inclement Weather Hotel Program ("IWHP")

The goal of the Programs is to establish supportive relationships with people experiencing homelessness and provide linkage to key resources, case management, and temporary shelter. The specific services provided for each program are more fully described below.

2. ELIGIBLE PARTICIPANTS

2.1. Contractor will offer and provide Services to unhoused adults, youth, including Transitional Age Youth (TAY), and families in the City of Santa Clara ("Clients"). For the purposes of this Agreement, unhoused people are defined as those persons who do not have a primary, fixed nighttime residence and are living in a place not meant for human habitation (i.e. sleeping outdoors, in a vehicle, or encampment). The specific population served may vary per program.

2.2. Participation in any of the Programs is entirely voluntary. Clients are not required to be sober from drugs and/or alcohol, to have completed or be currently enrolled in a treatment program, to be compliant with prescribed medications, or to have income or employment to qualify for Services.

3. PROGRAM HOURS

Regular operations for all Programs under this Agreement will occur seven days per week, between 8:00am and 5:00pm, Monday through Friday, and 8:30am and 5:00pm on Saturdays, Sundays, and all Holidays. The City may request adjustments to these hours as needed upon written notice to Contractor.

4. PROGRAM STAFFFING

The Programs and Services included in this Agreement will be facilitated through Contractor's single team of homeless services specialists, more fully described below:

- 2.0 FTE Outreach Workers
- 2.0 FTE Case Managers
- 0.5 FTE Program Manager
- 2.0 FTE Residential Services Coordinators **(THP and IWHP only)**

Contractor will ensure that the Programs are staffed at no less than 90% of the regular staffing levels listed above at all times.

5. PROGRAM DESCRIPTIONS

Contractor will provide all Services in accordance with the principles described in Appendix A – Core Principles, attached and incorporated into this Scope of Services. The specific Services included in each Program are listed below.

5.1. Street Outreach and Case Management Services

SO/CM Services will be provided at regular, recurring locations where unhoused people are known to congregate, and at other locations as requested by the City and at a minimum include:

5.1.1. A formal intake process, including review of the Program Participant Agreement, prepared by Contractor, signed acknowledgement of Program Rules, and signed Release of Information, consistent with the version used by Santa Clara County's Homeless Management Information System ("HMIS").

5.1.2. Administration of the Vulnerability Index Specialized Prioritization Decision and Assessment Tool ("VI-SPDAT")

5.1.3. Linkage to the Santa Clara County Coordinated Entry System for access to shelter and housing opportunities

5.1.4. Client enrollment in the Santa Clara County HMIS for consenting and eligible Clients

5.1.5. Administration of housing assessments, development of housing plans, assistance with housing applications, and general housing navigation support

5.1.6. Referrals to medical and behavioral health services

5.1.7. Distribution of hygiene kits and other supplies

5.1.8. Linkage to additional services and resources, including but not limited to the City's mental health care coordination service, Santa Clara County's Behavioral Health Services Department ("BHSD"), and Office of Supportive Housing ("OSH")

5.1.9. Transportation to housing, medical, benefits, and other appointments

5.1.10. Public benefits enrollment support, including assistance with acquiring required documentation, post-public benefits enrollment support, and guidance on maintaining public benefits

5.1.11. Interventions that may support Client's ability to secure temporary or permanent housing opportunities, such as coaching on overdose prevention, crisis de-escalation, self-sufficiency skills, goal setting, and other key interventions as identified through the course of a Client's involvement in SO/CM

5.1.12. Placement coordination into the THP and IWHP

5.1.13. Collaboration with the City during inclement weather events to notify unhoused individuals of local warming and cooling centers, room availability in the City's IWHP or other available shelter opportunities, provide transportation to

respective locations, provide wellness checks, and distribute supplies (e.g. blankets, ponchos, water bottles, etc. depending on the weather event)

5.2. Temporary Hotel Program (THP)

At a minimum, THP services will include all of the Services provided in the SO/CM program, as well as:

5.2.1. Partnership with a hotel located within City limits for up to five (5) hotel rooms, that are reserved for the purposes of providing temporary lodging for unhoused individuals. THP rooms may be used by an individual for up to thirty (30) consecutive days. The Program Manager may grant an extension up to an additional sixty (60) days, for a total of ninety (90) consecutive days, if a Client is engaged in case management and housing/shelter navigation services. An additional room may be assigned to a Residential Services Coordinator, if in Contractor's discretion it is determined that overnight supervision of the Program is needed.

5.2.2. Room assignment coordination to include safety information, general orientation to the site, and pre-screening Clients to ensure they are appropriate for participation in the Program and room-sharing. Contractor will ensure family members are assigned shared rooms.

5.2.3. Regular check-ins with all THP Clients, at least twice a week.

5.2.4. Provide a minimum of two (2) meals per Client per day. Contractor will ensure all food is properly heated and refrigerated as appropriate for distribution and will assign at least one Contractor staff member with a valid Food Safety Certification to oversee all food handling and distribution services. Additionally, Contractor will maintain daily tracking logs of meal distribution per Program.

5.2.5. Conduct exit planning, including but not limited to coordination with outside service providers to support Client's transition to a more permanent setting.

5.2.6. Provide 24/7 on-call support by a management level staff for prompt guidance and response to critical incidents

5.3. Inclement Weather Hotel Program

The City follows the Inclement Weather Annex and Excessive Heat Response Annex to the County's Emergency Operation Plan. In accordance with the County's activation trigger thresholds for an inclement weather event, the City may activate an inclement weather event if any of the following conditions are present:

- Overnight low of 40 degrees or lower, with a probability of rain of at least 5%.
- Overnight low of 45 degrees or lower with a 50% or higher probability of rain.
- Persistent rainfall expected for two or more days and/or rainfall with flooding and/or soil oversaturation that could cause land movement that would create life-threatening conditions for those living in or along affected areas.
- When the National Weather Service deems a High Risk for much of the population, especially for those who are heat sensitive and those without effective cooling, and/or adequate hydration, and/or a Very High Risk for the

entire population due to long duration heat, with little to no relief overnight in accordance with the National Weather Service's HeatRisk Value Product.

City will use its discretion to activate an inclement weather event as conditions specific to the City applies. City will provide notice to Contractor of activation of an inclement weather event, after which Contactor will provide the following services:

5.3.1. Partnership with a hotel located within City limits for up to eleven (11) hotel rooms that are reserved for the purposes of providing lodging for unhoused individuals and Program staff during inclement weather events. One (1) of the 11 rooms will be provided for a Residential Services Coordinator for each activation of the IWHP. The City does not anticipate activating the IWHP in excess of 45 total days per year, which equates to 495 rooms per year, including lodging for the Residential Services Coordinator.

5.3.2. All of the Services provided in SO/CM and THP

5.3.3. Additional street outreach services to provide notice directly to unhoused individuals, as well as advocate organizations, nonprofit providers, and other relevant parties through social media channels, website updates, and other methods that may be available

6. <u>Stewardship of Hotel Sites</u>

Contractor will be solely responsible for securing partnerships with local hotels for the purposes of the THP and IWHP. Contractor will partner with hotels that are within the City of Santa Clara, unless during an inclement weather event there are no vacancies in partner hotels. In such cases, Contractor will partner with hotels that are as close to City limits as possible, preferably within five (5) miles. Additionally, Contractor will:

6.1. Limit occupancy per hotel room to a maximum of four (4) Clients, unless hotel policy states a maximum of less than 4, in which case the hotel policy will apply

6.2. Provide copies of hotel partnership agreements and any amendments for review and approval by the City prior to execution

6.3. Secure alternative agreements if the primary hotel cannot provide rooms at the required quantities or has been determined to be unfit for the purposes of this Agreement, including due to issues regarding the health and safety of Clients

6.4. Provide immediate notification to the City of any change in hotel site for either program

6.5. Adhere at all times to the terms and conditions stated within Contractor's hotel partnership agreements

6.6. Provide immediate notification to the City of any event that could impact the term of the hotel partnership agreements, including but not limited to breach of contract by either party or failure to renew the agreement

7. GENERAL REQUIREMENTS

In addition to the Services stated above, Contractor will adhere to each of the following requirements for all Programs, unless otherwise specified below.

7.1. Case Management Ratio:
For all Programs included in this Agreement, Contractor will actively monitor Case Manager caseloads, ensuring a maximum ratio of twenty-five (25) standard case management clients per 1.0 FTE Case Manager. For caseloads that include clients requiring more intensive support, the maximum ratio may be reduced to seventeen (17) clients per 1.0 FTE case manager. Approval of a reduced caseload will be upon the sole discretion of Contractor.

7.2. Supervision: Contractor will ensure its street outreach/case management staff have regular access to supervision and case conferencing to ensure its staff are properly supported and providing appropriate services based in Client need.

7.3. Policies: Contractor will develop and maintain written policies that specify the rules and operations for each Program. Contractor will provide drafts of the policies for review and approval by the City. Final copies of all policies will be provided to the City upon completion, and Contractor will provide no less than thirty (30) days' notice to any updates to established policies.

At a minimum, Contractor will maintain policies that address:

- Program Eligibility Requirements
- Admissions/Selection Process
- Program Rules
- Client Removal From A Program
- Client Grievance Process
- Overdose Prevention
- Crisis Intervention
- Engaging with Law Enforcement
- Good Neighbor Policy

7.4. Staff Training: Contractor will provide Contractor staff with regular training and development on topics, including but not limited to:

- County of Santa Clara OSH required trainings on use of the County's HMIS and HMIS enrollment
- VI-SPDAT Assessments and Housing Navigation
- De-escalation, harm reduction, motivational interviewing, trauma informed care, implicit bias, street engagement, professionalism and ethics, cultural competency, overdose prevention, overdose response including administration of Narcan, mental health coordination, and substance abuse community resources

7.5. Critical Incident Reporting: Contractor will report critical incidents to the City within 24 hours of the incident. Critical incidents that involve life endangerment events or major service disruptions should be reported immediately to City staff. Critical incidents include any of the following occurring at a site location or with a client in the field: death, homicide, suicide, suicide attempt, assault, overdose, or other critical incident involving Contractor staff or program Clients of the SO/CM, THP, and IWHP, as well as damage to the hotel resulting from Contractor staff or program Clients' actions.

7.6. Language and Interpretation Services: Contractor will make all program forms, including promotional materials such as flyers, available in English and Spanish. Contractor will ensure that translation and interpreter services are available. Contractor will address the needs of and provide services to the served population who primarily speak language(s) other than English. At the City's written request, Contractor will provide program forms, including promotional materials, in additional languages.

7.7. Coordination With City: Upon the request of the City, Contractor will coordinate the provision of Services with City departments and partner agencies, including but not limited to, the County of Santa Clara. Coordination may additionally include participation in meetings with City departments and/or partner agencies for the purposes of reporting on Services, participation in the biennial Point-in-Time Count, and generally on issues of homelessness in the City. In addition, Contractor may be asked to co-organize and coordinate events or workshops for the City which may include, but not be limited to, resource fairs for people experiencing homelessness. City will provide advance notice of meeting dates and times to ensure Contractor's availability to participate.

7.8. HMIS Compliance

Contractor will coordinate with the County of Santa Clara to maintain access to the County's Homeless Management Information System (HMIS), or any future systems/databases required by the County to submit homeless services data. Contractor will ensure compliance with the County's HMIS or future system requirements at all times.

7.9. Program Monitoring

Contractor is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Contractor's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives. Monitoring of program participation in the County's HMIS may include, but is not limited to, data quality reports from the County's HMIS, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

7.10. Fiscal Compliance and Contract Monitoring

Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and memorandums of understanding (MOUs).

8. PERFORMANCE MEASURES

Contractor's performance toward intended Program goals will be measured according to the following criteria:

8.1. SO/CM Program

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 90% of case managed Clients at least once per week and document their efforts in the County's HMIS.	Number of unduplicated case managed Clients and number of weekly case management sessions they received in the reporting period.	90% of case managed Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.
B	Contractor will track quantity of individuals declining services and the reasons for declining outreach services.	Number of unduplicated individuals who declined outreach services during the reporting period.	Information purposes only. Contractor will provide a narrative description of common reasons individuals provide for declining services in the Quarterly Reports.
C	Contractor will work with case managed Clients to complete a VI-SPDAT assessment.	Number of unduplicated case managed Clients who completed a VI-SPDAT assessment in HMIS.	A minimum of 50% of case managed Clients will have completed VI-SPDAT assessment in HMIS.
D	Contractor will work with case managed Clients to complete a housing plan.	Number of unduplicated case managed Clients who complete a housing plan.	70% of case managed Clients engaged in services will have completed a housing plan within the first 90 days.
E	Contractor will work with case managed Clients to secure permanent or temporary shelter.	Number of unduplicated case managed Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of case managed Clients will exit to temporary housing destinations (e.g., emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.).

F	Contractor will work with case managed Clients to enroll in, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.	Number of case managed Clients who are enrolled in, maintain, or increase benefits in the reporting period.	A minimum of 50% of case managed Clients will be connected to, maintain, or increase benefits such as County General Assistance, CalFresh, SSI, etc.
G	Contractor will work with case managed Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of case managed Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	50% of case managed Clients will obtain the necessary documents to move into housing.
H	Contractor will work with case managed Clients to obtain health insurance.	Number of case managed Clients who have enrolled in health care services within the reporting period.	A minimum of 50% of case managed Clients will have enrolled in health care services.
I	Contractor will conduct at least 3,000 encounters and wellness checks annually, as verified by the County's HMIS. The City recognizes that changing departmental priorities will impact the number of encounters and wellness checks conducted by Contractor's Street Outreach staff.	Annual unduplicated and duplicated number of outreach encounters.	At least 3,000 outreach encounters (duplicated and unduplicated) will occur per contract year.

8.2. THP

Activities		Measures	Service Objective
A	Contractor will ensure that Case Managers contact 100% of THP Clients a minimum of six days a week and document their efforts in the County's HMIS.	Number of unduplicated THP Clients and number of case management sessions they received in the reporting period.	100% of THP Clients will have documented contact by a case manager a minimum of once a week as reflected in the County's HMIS.

B	Contractor will work with 100% of THP Clients to complete a housing plan.	Number of unduplicated THP Clients who complete a housing plan.	100% of THP Clients will have completed a housing plan during their program stay.
C	Contractor will work with THP Clients to secure temporary or permanent housing.	Number of unduplicated THP Clients who move into shelter, interim, transitional, or permanent housing during the reporting period. Permanent housing includes permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.	A minimum of 15% of THP Clients will exit to temporary housing destinations (emergency shelter or transitional housing, safe parking, etc.), and some institutional destinations or permanent housing destination (permanent supportive housing, affordable housing, housing without subsidy, family reunification, etc.)
D	Contractor will work with THP Clients to obtain the documents necessary to move into housing such as a California ID, Social Security card, and proof of income.	Number of THP Clients who have obtained their California ID, Social Security card, or proof of income during the reporting period.	A minimum of 50% of THP Clients will obtain the necessary documents to move into housing.

8.3. IWHP

	Activities	Measures	Service Objectives
A	Activity: Contractor will provide intake and program orientation to all new IWHP Clients and updates for returning IWHP Clients in a new stay.	Monthly Reporting: Number of duplicated and unduplicated IWHP Clients served per inclement weather event Monthly Reporting: Number and percentage of unduplicated Clients who have received an intake and program orientation during each program activation.	Goal: 100% of the IWHP Clients will have received an intake and program orientation during each program activation as reflected in the County's HMIS.
B	Activity: Contractor will conduct daily counts and wellness checks for all IWHP Clients.	Monthly Reporting: Number and percentage of unduplicated IWHP Clients who received wellness checks daily.	Goal: 100% of all IWHP Clients will have a daily wellness check.

8.4 The criteria outlined above is subject to change, upon the City's written request.

9. Reporting Requirements

Contractor will provide regular progress updates to the City, as further described below.

9.1. Quarterly Performance Reports that will include at a minimum:

9.1.1. Total number of unduplicated Clients served during the reporting period

9.1.2. Progress toward each of the Performance Measures listed in Section 9. (Performance Measures).

9.1.3. A narrative description of trends, successes, and challenges observed during the reporting period, including the primary reasons given for declining Services.

9.2. Annual Performance Reports that combine all of the previously submitted data from the Quarterly Performance Reports and provide an overall summary of the contract activities, trends, successes, challenges, and recommendations for improvement.

9.3. Quarterly and Annual Performance Data will be submitted by Contractor in the City's database, *City Data Services (CDS),* according to the schedule below. City will provide Contractor with access and training on the database as needed.

Reporting Period		Report Due in CDS
Q1	8/24/26 – 19/23/26 9/24/26 – 10/23/26 10/24/26 – 11/23/26	December 15
Q2	11/24/26 – 12/23/26 12/24/26 – 1/23/27 1/24/27 – 2/23/27	March 15
Q3	2/24/27 – 3/23/27 3/24/27 – 4/23/27 4/24/27 – 5/23/27	June 15
Q4	5/24/27 – 6/23/27 6/24/27 – 7/23/27 7/24/27 – 8/23/27	September 15
Annual Performance Data		**September 30**

9.4. Contractor will provide ad hoc reports as requested by the City.

Appendix A
CORE PRINCIPLES

Contractor will provide the Services within this Agreement in alignment with the principles and practices.

Housing First

Housing First is an evidence-based practice in which clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Contractor services and operations will align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.

Harm Reduction

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant's loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

Trauma-Informed Care

Trauma-informed care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, and use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

Cultural Competency, Racial Equity, and Inclusivity

Programs must consider cultural and linguistic competency, racial equity, gender inclusivity, and other intersecting factors in addressing the needs of the populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Contractor will require their teams conduct Services using

effective communication, including whenever possible in Client’s preferred language, and at the appropriate, educational and literacy levels, and in the context of the individual's cultural identity.

EXHIBIT B
SCHEDULE OF FEES

1. FEES

Contractor will be compensated for Services at the rates set forth in Table 1, below and shall not exceed the estimated costs set forth each budget category of Service identified. The City may approve in writing the transfer of amounts between any of the budget categories provided the total maximum compensation is not exceeded. Contractor will not exceed any of the specified amounts for any budget category without prior written authorization from the City.

2. ADVANCE PAYMENT

The City will provide Contractor with one advance payment for Services, as further described below.

2.1 Within thirty (30) days of the Effective Date of this Agreement, City will pay Contractor an advance payment for the estimated costs of the first three months of Services, covering August 24, 2026 through November 23, 2026 ("Advance Period"), in the amount of Two Hundred Twenty-Two Thousand, Four Hundred Sixty-Three Dollars ($222,463) ("Advance Payment Amount").

2.2 Contractor shall comply with the invoice and expense reporting requirements set forth in Section 3 of this Exhibit B throughout the Advance Period.

2.3 The City will review the invoices and expense reports to verify the actual cost of Services provided during Advance Period. If the City finds that the actual cost of Services is less than the Advance Payment Amount, the City will notify Contractor of the remaining Advance Payment Amount City, which will be calculated as follows:

2.4 Total Advance Payment Amount less total amount of approved invoices and expense reports for the Advance Period.

2.5 The remaining Advance Payment will be used as credit deducted in three equal installments for the June, July, and August 2027 approved invoices and expense reports.

3. INVOICE AND EXPENSE REPORTING REQUIREMENTS

3.1. Contractor will invoice City on a monthly basis for the expenses actually incurred by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City.

Contractor will itemize each invoice and accompany it with an expense report ("Expense Report") that includes, at a minimum, supporting documentation for the following:

3.2. Expenses incurred per budget category listed on the Annual Services Budget (Table 1)

3.3. The number of nights per hotel room billed during the invoice period. Invoices will also indicate whether rooms were used for the THP or the IWHP.

3.4. A brief narrative of any relevant activities or updates from the period being invoiced

3.5. A complete summary of Contractor's invoice and reporting requirements, including submission of Quarterly and Annual Performance Data as described in Exhibit A, is summarized in the table below.

Service Period One - Invoice & Reporting Requirements				
Service Period One (August 24, 2026 - August 23, 2027)				
Quarter	**Service Period**	**Invoice (Inv.)/Expense Report (ER) Due**		**Quarterly Report Due in CDS**
Q1	8/24/26 – 9/23/26	10/15/2026 (ER Only)	December 15, 2026	
	9/24/26 – 10/23/26	11/15/2026 (ER Only)		
	10/24/26 – 11/23/26	12/15/2026 (ER Only)		
Q2	11/24/26 – 12/23/26	1/15/2027 (Inv. / ER)	March 15, 2027	
	12/24/26 – 1/23/27	2/15/2027 (Inv. / ER)		
	1/24/27 – 2/23/27	3/15/2027 (Inv. / ER)		
Q3	2/24/27 – 3/23/27	4/15/2027 (Inv. / ER)	June 15, 2027	
	3/24/27 – 4/23/27	5/15/2027 (Inv. / ER)		
	4/24/27 – 5/23/27	6/15/2027 (Inv. / ER)		
Q4	5/24/27 – 6/23/27	7/7/2027 (Inv. / ER)* **Early due date for City year-end processes*	September 15, 2027	
	6/24/27 – 7/23/27	8/15/2027 (Inv. / ER)		
	7/24/27 – 8/23/27	9/15/2027 (Inv. / ER)		
Annual Performance Data for August 24, 2026 – August 23, 2027			September 30, 2027	

Service Period Two - Invoice & Reporting Requirements			
Service Period Two (August 24, 2027 - August 23, 2028)			
Quarter	**Service Period**	**Invoice (Inv.)/Expense Report (ER) Due**	**Quarterly Report Due in CDS**
Q1	8/24/27 – 9/23/27	10/15/2027 (Inv. / ER)	December 15, 2027
	9/24/27 – 10/23/27	11/15/2027 (Inv. / ER)	
	10/24/27 – 11/23/27	12/15/2027 (Inv. / ER)	
Q2	11/24/27 – 12/23/27	1/15/2028 (Inv. / ER)	March 15, 2028
	12/24/27 – 1/23/28	2/15/2028 (Inv. / ER)	
	1/24/28 – 2/23/28	3/15/2028 (Inv. / ER)	
Q3	2/24/28 – 3/23/28	4/15/2028 (Inv. / ER)	June 15, 2028
	3/24/28 – 4/23/28	5/15/2028 (Inv. / ER)	
	4/24/28 – 5/23/28	6/15/2028 (Inv. / ER)	
Q4	5/24/28 – 6/23/28	7/7/2028 (Inv. / ER)* **Early due date for City year-end processes*	September 15, 2028
	6/24/28 – 7/23/28	8/15/2028 (Inv. / ER)	
	7/24/28 – 8/23/28	9/15/2028 (Inv. / ER)	
Annual Performance Data for August 24, 2027 – August 23, 2028			September 30, 2028

***** *The invoice and reporting schedule for the Services provided during the Final Service Period, if authorized by the City, will be established in writing by the City to Contractor.*

3.6. The City will have thirty (30) business days from receipt of an approved invoice and Expense Report to approve or deny the invoice. If the City denies an invoice, the City will provide Contractor written notice identifying the deficiencies. Contractor will have ten (10) business days from receipt of City's notice to either provide additional documentation clarifying expenses or submit a revised invoice and Expense Report correcting the deficiencies subject to review and approval by the City. If Contractor does not correct deficiencies to the satisfaction of the City within the ten (10) business day cure period, the City reserves the right to terminate this Agreement in accordance with Section 7 of this Agreement, entitled "Termination" and shall not pay Contractor for the deficient invoice.

3.7. City will pay Contractor within sixty (60) days of receipt of an approved invoice and Expense report. Payments made after such sixty (60) day period will be subject to a 1.5% per month interest penalty payment (in addition to all outstanding amounts due) or, the maximum amount of interest allowable by law, whichever is less.

TABLE 1
YEAR ONE SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	$ 104,000	2.0	$25.00/hour * 2080 hrs * 2.0 FTE
Case Manager	$ 120,640	2.0	$29.00/hour * 2080 hrs * 2.0 FTE
Program Manager	$ 36,400	0.5	$35.00/hour * 2080 hrs * 0.5 FTE
Residential Service Coordinator – THP and IWHP	$ 21,600	2.0	$30.00/hour * 16 hrs * 45 days
Benefits @ .23	$ 65,007		
subtotal personnel	**$ 347,647**	**6.5**	
Operating Expenses			
THP - Rental of Property - 5 RMS	$ 228,125		Actual cost, not to exceed ("NTE") $125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP			Actual cost, NTE $125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	$ 5,625		Staff Room: 1 room at $125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement			Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	$ 9,600		Reimbursable up to out-of-pocket cost
IT Communication Operations, Support/Maintenance			Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	$ 3,500		Reimbursable up to out-of-pocket cost

Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	**$ 426,138**		
Admin Expense			
15% indirect cost*	$116,068		
subtotal admin expense	**$116,068**		
Total Expenses	**$889,853**		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

YEAR TWO SERVICE BUDGET

Salaries & Benefits	Max Compensation	FTE	Rates
Outreach Worker	$ 107,120	2.0	Year 1 Salary ($25/hr) + 3% Cost-of-Living Increase ("COLA")*
Case Manager	$ 124,259	2.0	Year 1 Salary ($29/hr) + 3% Cost-of-Living Increase ("COLA")*
Program Manager	$ 37,492	0.5	Year 1 Salary ($35/hr) + 3% Cost-of-Living Increase ("COLA")*
Residential Service Coordinator – THP and IWHP	$ 22,248	2.0	Year 1 Salary ($30/hr) + 3% Cost-of-Living Increase ("COLA")*
Benefits @ .23	$ 65,007		
subtotal personnel	**$ 356,126**	**6.5**	
Operating Expenses			
THP - Rental of Property - 5 RMS	$ 228,125		Actual cost, NTE $125/room/night (365 nights max)
THP - Building Maintenance Supplies and Repair 5 RMS	$ 12,813		Reimbursable up to out-of-pocket cost
THP - Food	$ 46,100		Reimbursable up to out-of-pocket cost
IWHP - Rental of Property - 10 RMS + As Needed lodging of RSC for THP	$ 56,250		Actual cost, NTE $125/room/night (45 nights max) * (Rooming of 1.0 FTE RSC for the THP may be billed to this budget category as needed)
IWHP - Rental of Property - 1 RM IWHP CONTRACTOR STAFF	$ 5,625		Staff Room: 1 room at $125 per night (45 nights max)
IWHP - Building Maintenance Supplies and Repair	$ 5,625		Reimbursable up to out-of-pocket cost
IWHP – Food	$ 13,500		Reimbursable up to out-of-pocket cost
Insurance	$ 22,500		Reimbursable up to out-of-pocket cost
Contractor Staff Training	$ 1,700		Reimbursable up to out-of-pocket cost
Contractor Staff Gas Reimbursement	$ 2,500		Gas will be reimbursed according to the current IRS mileage reimbursement rate during the invoice period
Rental of Equipment	$ 9,600		Reimbursable up to out-of-pocket cost

IT Communication Operations, Support/Maintenance	$ 7,500		Reimbursable up to out-of-pocket cost
Program Supplies (e.g., hygiene products, blankets, etc.)	$ 3,500		Reimbursable up to out-of-pocket cost
Client Assistance (e.g., clothing, SO/CM food, vehicle lease for client transportation, etc.)	$ 10,800		Reimbursable up to out-of-pocket cost
subtotal operating expenses	**$ 426,138**		
Admin Expense			
15% indirect cost*	$116,068		
subtotal admin expense	**$116,068**		
Total Expenses	**$898,332**		

*Contractor may include on the invoice a charge for indirect costs that does not exceed 15% of the total invoice amount to cover. The total amount of indirect costs incurred for each year shall not exceed the estimated max compensation for indirect costs identified in the table above.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California that cover all Services required under this Agreement. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01 on an occurrence basis. Policy limits, terms, and conditions are subject to review, but will in no event be less than, the following:

   $5,000,000 Each Occurrence for Bodily Injury and Property Damage
   $5,000,000 General Aggregate
   $5,000,000 Products/Completed Operations Aggregate
   $5,000,000 Personal and Advertising Injury

2. Exact structure and layering of the coverage will be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.

3. The following provisions will apply to the Commercial General Liability policy as well as any umbrella/excess liability policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There will be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; except a Named Insured versus Named Insured version may be permittable; and

   c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

   d. There will be no exclusions which preclude coverage for claims or suits including, but not limited to, assault, battery, molestation, sexual abuse, human trafficking, narcotics.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office form CA 00 01 with policy limits a minimum limit of not less than two million dollars ($2,000,000) combined single limit. Business automobile liability coverage should apply to all owned (if any), non-owned, leased, and hired vehicles, including, but not limited to, automobiles, trucks and trailers..

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this Agreement. Coverage will be in an amount of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) aggregate. Any coverage containing a deductible or self-retention must first be disclosed in writing by the City Attorney's Office. If coverage is provided on a claims made basis, the policy shall have a retroactive date that precedes the start of the work and shall remain in effect or provide for an extended reporting period for three years following completion of the work.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of the commercial general liability and, business automobile liability policies.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City. The commercial general liability coverage must provide, Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent. The business automobile liability coverage must provide Insurance Services Office (ISO) Endorsement CA 20 48, or its equivalent.

All the following clauses and/or endorsements, or similar provisions, must be part of each required insurance policy.

2. Waiver of Subrogation. In favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

3. Primary and non-contributing. Each insurance policy provided by Contractor will contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Contractor's insurance.

4. Cancellation.

   a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least ten (10) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least thirty (30) days prior to the effective date of non-renewal. If this language is not available to be added to the insurance policy, the Contractor is still responsible to provide written notice to the City at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements will, and insurance compliance documents

provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor will file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker will provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor will submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement will be mailed to:

EBIX Inc.
City of Santa Clara – Planning
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance

company of equal financial stability that is approved by the City or its insurance compliance representatives.

J. By requiring the minimum insurance coverage set forth in this Exhibit C, the City does not assume any responsibility for the adequacy of such coverage or confirming Contractor's compliance therewith. Delivery or acceptance of a certification of insurance not meeting the requirements of this provision shall not be deemed to waive any of Contractor's requirements hereunder.

26-686 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services Within the Previously Authorized Maximum Amount of $1,007,880

BACKGROUND

On September 27, 2022, the City Council approved RTC No. 22-889, authorizing the City Manager to execute an agreement with Kyle Groundwater, Inc. to provide well condition assessment and engineering services for six inactive City groundwater wells. These services support the City's evaluation of the wells' conditions and help determine whether they can be rehabilitated and returned to service, thereby strengthening the City's groundwater supply portfolio.

The wells identified for evaluation under the agreement are Wells 5-02, 16-02, 21, 26, 32, and 34. Condition assessments and engineering evaluations have since been completed for all six wells. Based on the results of that work, five of the six wells were deemed feasible for rehabilitation. Well 21 was recommended for abandonment due to structural deficiencies identified in the well casing.

As part of the City's ongoing groundwater system planning, Well 26, an inactive well at 802 Laurie Avenue, has been identified as the next well to be rehabilitated. During staff's review of historical water quality data for Well 26, elevated concentrations of aluminum and iron were identified relative to other wells in the City's groundwater system. To further evaluate these conditions, additional well-condition assessment and engineering services are needed to conduct zone-specific water-quality sampling and flow profiling. These services will help determine whether these constituents are entering the well at specific depths. If the source is isolated to particular intervals, those sections may be sealed as part of the rehabilitation strategy to improve the water quality produced by the well.

DISCUSSION

The agreement with Kyle Groundwater, Inc., expired on August 31, 2025, following completion of the pre-construction condition assessments. During planning for the next phase of work, staff identified the need for additional zone-specific water-quality sampling and flow-profiling services to properly evaluate the rehabilitation needs for Well 26 and to further investigate the elevated aluminum and iron concentrations in the well.

These services were included in the original scope of services for Well 32 but were not originally identified for Well 26. Because the same services are now necessary to complete the evaluation of Well 26, staff has determined that reinstating the agreement and extending the term is necessary to support the continued assessment and rehabilitation planning efforts for the well.

If authorized, Amendment No. 1 will reinstate the agreement under its original terms and conditions

and extend the term through December 31, 2026. The amendment will also revise the scope of services to include zone-specific water-quality sampling and flow profiling services for Well 26, enabling a more comprehensive evaluation of the sources of elevated aluminum and iron concentrations. This scope revision is directly related to the well condition assessment and engineering services for Wells 5-02, 16-02, 21, 26, 32, and 34, which were originally solicited and awarded to Kyle Groundwater. Because the additional services build upon work already performed under the agreement, utilizing the same consultant will support continuity and evaluation of Well 26.

The additional services for Well 26, estimated at $195,681, will be funded under the existing agreement authorization by reallocating unused funds among identified tasks. Funding for the zone-specific water-quality sampling and flow-profiling work will be provided from unexpended funds originally allocated to Well 21 that were not fully utilized because the well was recommended for abandonment. As a result, Amendment No. 1 does not increase the agreement's maximum compensation, which will remain at $1,007,880.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(b) (Class 1 - "Existing Facilities") as the activity consists of the operation, repair, and maintenance of existing public structures, facilities, and mechanical equipment, including publicly owned utilities, involving negligible or no expansion of the existing use.

FISCAL IMPACT

There is no change to the previously approved total contract compensation under the agreement. Funding for this work is available in the New and Replacement Wells project in the Water Utility Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220 or via email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 1 to the agreement with Kyle Groundwater, Inc. to reinstate the agreement, extend the term through December 31, 2026, and revise the scope of services to add zone-specific water quality sampling and flow profiling for Well 26, within the previously authorized maximum compensation of $1,007,880, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the agreement with Kyle Groundwater, Inc., including negotiating and executing future amendment(s) to add or delete services associated with the scope of services, extend the term to allow completion of work, and make de minimis changes, provided that the total maximum

compensation is not exceeded, subject to review and approval as to form by the City Attorney.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Agreement - Kyle Groundwater, Inc.
2. RTC# 22-889 KYLE Groundwater
3. Amendment No. 1 - Kyle Groundwater, Inc.

22-889 **Agenda Date: 8/16/2022**

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services During Rehabilitation

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Water and Sewer Utilities Department (Department) is responsible for providing dependable supply of safe, potable water for the residents and businesses in Santa Clara. Today, the City's water supply comes from 20 active groundwater wells and water purchased from the Santa Clara Valley Water District (Valley Water) and the San Francisco Public Utilities Commission (SFPUC).

Due to the current drought, wholesale water supplies from the Valley Water and SFPUC have been significantly reduced as water has become scarce throughout the region. In addition, the City has lost a number of wells from decommissioning of aging wells. To offset the shortfall, the Department is considering rehabilitating six of the 10 inactive wells.

The six inactive wells identified for potential reactivation are Well 5-02, 16-02, 21, 26, 32, and 34. To reactivate these wells, the Department requires the services of a consultant to perform well assessments, provide technical recommendations, develop technical specifications for rehabilitation, assist staff with bid advertisement, contractor selection, and provide engineering support services during rehabilitation.

DISCUSSION
Pursuant to City Code Section 2.105.330 and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process whereby proposers are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation.

On March 3, 2022, the City published a Request for Proposal (RFP) for well condition assessment and engineering services during rehabilitation. Three proposals were received from the following firms:

- Bonkowski & Associates
- KYLE Groundwater, Inc. (KYLE)
- Luhdorff & Scalmanini Consulting Engineers (LSCE)

The proposals were independently evaluated by a three-member evaluation team. KYLE and LSCE

were invited to participate in oral interviews to introduce their proposed project team members and demonstrate their experience and capacity to meet the City's requirements. After concluding the evaluation process, the evaluation team ranked KYLE as the most qualified consultant.

The term of the proposed agreement with KYLE is three years, effective from September 1, 2022 to August 31, 2025. The maximum compensation under the proposed agreement is $1,007,880 as summarized below.

Description	Amount
Well 5-02	$148,845
Well 16-02	$148,845
Well 21	$175,069
Well 26	$148,845
Well 34	$175,070
Well 32	$211,206
Maximum Compensation	$1,007,880

Due to the age and type of construction, the wells have historically exhibited water quality, production and sanding issues. Under the proposed agreement, KYLE will perform an initial condition assessment and provide recommendations on whether the wells can be successfully rehabilitated to mitigate the primary issues of concern. If the City proceeds with rehabilitating the wells, KYLE will also assist staff with preparing technical specifications and provide engineering support services during construction.

Rehabilitation of these wells will provide the critical redundancy to the City's water supply, thereby reducing the City's dependence on purchased treated water supply and ensuring the residents and businesses in Santa Clara continue to have a reliable supply of water.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(b) (Class 1 - "Existing Facilities") as the activity consists of the operation, repair, and maintenance of existing public structures, facilities, and mechanical equipment, including publicly owned utilities, involving negligible or no expansion of the existing use.

FISCAL IMPACT

The Department's capital improvement program includes funding in the New and Replacement Wells project, which would be used for this agreement.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board

outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220 or via email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute an agreement with KYLE Groundwater, Inc. for well condition assessment and engineering services during rehabilitation starting on or around September 1, 2022 and ending on or around August 31, 2025, with maximum compensation not-to-exceed $1,007,880, subject to the appropriation of funds.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement for Design Professional Services with KYLE Groundwater, Inc.

EBIX Insurance No. S200004962

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND KYLE GROUNDWATER, INC.

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and KYLE Groundwater, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on August 31, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Water & Sewer Utilities Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at gwelling@santaclaraca.gov

And to Contractor addressed as follows:

KYLE Groundwater, Inc.
309 E. Jefferson Avenue
Pomona, CA 91767
and by e-mail at russell.kyle@kylegroundwater.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Office of the City Attorney
City of Santa Clara

Dated: 8/24/2022

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KYLE GROUNDWATER, INC.
a California corporation

Dated: 29-Jul-22
By (Signature):
Name: Russell Kyle
Title: President
Principal Place of Business Address: 309 E. Jefferson Avenue, Pomona, CA 91767
Email Address: russell.kyle@kylegroundwater.com
Telephone: (626) 379-7569
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. INTRODUCTION

1.1. Contractor shall provide hydrogeological and engineering services in support of rehabilitation of six (6) well stations: Well 5-02, Well 16-02, Well 21, Well 26, Well 32, and Well 34, as set forth herein.

1.2. To the extent not inconsistent with this Agreement, the City's RFP 21-22-07B (including subsequent updates), Contractor's proposal response dated March 7, 2022., are incorporated herein by this reference, subject to the terms and conditions of the Agreement.

2. PHASE 1 - SCOPE OF SERVICES

2.1. Task 1 – General Project Management Services and Coordination

2.1.1. Contractor shall provide project management services up to the production of the Well Rehabilitation Technical Recommendation. This includes the management of any subconsultants, if any, to gather any further information required to produce the Well Rehabilitation Technical Recommendation. Contractor shall:

2.1.1.1. Prepare for and attend kick off meeting

2.1.1.2. Manage subconsultants, if required, for the following subtasks:

2.1.1.2.1. Well Video

2.1.1.2.2. Sanding

2.1.1.2.3. Capacity Test

2.1.1.3. Provide general administration

2.1.1.4. Provide up to two (2) progress update meetings per well site.

2.1.1.4.1. Meetings can be combined as necessary.

2.1.1.4.2. One (1) meeting shall occur at the conclusion of data analytics and prior to the recommendation for Focused Intake Pumping.

2.1.1.4.3. One (1) meeting shall occur at the conclusion of Task 2, prior to making a final recommendation for Task 3.

2.1.1.4.4. The meetings shall be accompanied by a presentation and brief technical memo.

2.2. Task 2 – Data Analytics and Acquisition

2.2.1. Contractor shall analyze the following well data provided by the City:

2.2.1.1. Schaff and Wheeler 2014 Well Assessment Report

2.2.1.2. Pump Testing Data (YR)

2.2.1.3. Pump Curves

2.2.1.4. Driller's Log

2.2.1.5. Most Recent Well Videos

2.2.1.6. Well Completion Reports (YR)

2.2.1.7. Well Design Drawing and Specs

2.2.1.8. DDW Well Data Sheet

2.2.1.9. Efficiency Test

2.2.1.10. Water Quality Data

2.2.1.11. Rossum sand tests – Contractor may consider rerunning this test during the investigation of the data

2.2.1.12. Rehabilitation Records

2.2.2. The City provided to Contractor a summary of available data for each well. Contractor shall be responsible for the acquisition of any missing critical well data that is not currently available, including administering all on site testing. If on site testing is required, then Contractor shall provide all tools, equipment, and materials to complete the work.

2.2.3. If additional testing and data acquisition is required before the Contractor can reach a conclusion on candidates and process for reactivation, and the proposed work requires a third party, then Contractor shall obtain quotes for the proposed work, make recommendations to the City on the selection of additional subconsultants, and act as the City's representative during the work.

2.2.4. Contractor shall provide services to manage EMT-24 Survey, Well Video Survey, Title 22 Water Quality Analysis, and any other testing required as a result of ongoing research.

2.2.5. The preliminary data presented by Contractor will determine if Focused Intake Pumping is a beneficial step to remediate the issues at each well. Contractor shall not proceed with Focused Intake Pumping unless the City has provided prior approval.

2.2.6. Contractor shall provide services to conduct zone specific water quality sampling and flow profiling for well 32 only. This task shall include well redevelopment, time series sampling, flowmeter survey, depth specific sampling, water quality analysis and reporting.

2.3. Task 3 - Well Rehabilitation Technical Recommendation

2.3.1. At the conclusion of the Data Analysis and Acquisition phase, Contractor shall prepare a Well Rehabilitation Technical Recommendation for the group of wells. The recommendation shall include:

2.3.1.1. the steps to remediate the sanding while maximizing the capacity of the selected wells;

2.3.1.2. an estimate of the proposed work;

2.3.1.3. a schedule of the proposed work;

2.3.1.4. the details of what is outsourced; and

2.3.1.5. an engineer's estimate for the rehabilitation efforts.

2.3.2. For wells that are not considered candidate for rehabilitation, Contractor shall provide a justification for the recommendation.

2.3.3. The deliverable shall be provided in a technical memo or report in a PDF format.

2.3.4. Upon the review of Task 3, the City may elect to move forward to Phase 2 for one or all the identified candidates.

2.4. Task 4 – Development Plan for Reactivation of Granular Activated Carbon Treatment System for Iron and Manganese Removal at Well Station 32

2.4.1.

2.4.2. Contractor shall conduct a minimum of two site visits to investigate the available data and determine the steps to reactivate the treatment facility. Contractor shall prepare a basis of reactivation memo highlighting the identified steps to remediate any operational issues that include but not limited to media exchange, instrumentation set point reconfigurations, chemical treatment, run to waste cycles, and instrumentation upgrades to restore the treatment unit to operation.

2.4.3. Contractor shall also provide an estimate of the proposed work, a schedule of the proposed work, and the details of what is outsourced.

2.5. Task 5 – Develop Rehabilitation Technical Specifications

2.5.1. Contractor shall prepare a set of technical specifications and associated construction details for each proposed well rehabilitation identified in Task 3. These methods may include:

2.5.1.1. mechanical rehabilitation such as airlifting, swabbing, jetting, or brushing via mechanical means with the aided use of NSF 61 approved well cleaning additives;

2.5.1.2. physical permanent modification to the well casing such as swedging or lining the well;

2.5.1.3. temporary modification to the well casing such as installing a packer system; and

2.5.1.4. other modification measures not mentioned here.

2.5.2. The specifications shall also include cleaning, test pumping, pre and post well video inspections, pre and post sand testing, and other recommendations to validate the effectiveness of the rehabilitation improvements.

2.5.3. Contractor shall provide digital copies of the Draft Specifications at the 70% and 90% completion phases for City's review and comment.

2.5.4. Contractor shall conduct two virtual workshop meetings at the 70% and 90% submittal phase to review the Draft Specifications and obtain City's comments.

2.5.5. Contractor shall submit three (3) hard copies of the Final Specifications along with the electronic files (both Microsoft Word and PDF format).

2.6. Task 6 – Bid Advertisement and Contractor Selection Services

2.6.1. Contractor shall assist the City in producing a scope of work and bid package for advertisement of the Well Rehabilitation to include:

2.6.1.1. prepare technical specifications package;

2.6.1.2. prepare the project drawings and construction details;

2.6.1.3. prepare itemized bid;

2.6.1.4. assemble the bid package;

2.6.1.5. if necessary, respond to request for clarifications during the bid process;

2.6.1.6. provide guidance on contractor selection and provide a bid summary;

2.6.2. The City will advertise the bid package through the City's e-procurement system and will review and tabulate all bids for the project team to review.

2.7. Task 7 – Engineering Services During Rehabilitation

2.7.1. Contractor shall assist the City during the rehabilitation process and act as the owner's representative during this phase of the work. Contractor shall provide technical support and engineering services throughout the duration of the well rehabilitation project on a time and materials basis with a not-to-exceed amount established prior to commencement of work.

2.7.2. The scope of services for this task shall include the following:

2.7.2.1. attend preconstruction meetings;

2.7.2.2. review contractor submittals, work plans, and schedules;

2.7.2.3. respond to contractor generated RFIs and RFQs;

2.7.2.4. assist with invoice review and change orders;

2.7.2.5. provide on-site inspection services; and

2.7.2.6. document all rehabilitation activities and provide as-builts and records drawings for the City.

2.7.3. It is anticipated the during the actual rehabilitation work, Contractor will be present as needed to enforce the specification and provide routine updates to the City's Project Manager.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Contractor under this Agreement shall not exceed **One Million Seven Thousand Eight Hundred Eighty Dollars ($1,007,880)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEE SCHEDULE

2.1. Contractor shall pay Contractor the amount for each of the tasks described in Exhibit A as follows:

Description	Tasks 1-3	Task 4	Task 5	Task 6	Task 7	Total
Well 5-02	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 16-02	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 21	$105,170.25		$5,880.00	$1,792.00	$62,227.00	$175,069.25
Well 26	$78,946.25		$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 34	$105,170.25		$5,880.00	$1,792.00	$62,227.00	$175,069.25
Well 32	$140,101.00	$71,104.60				$211,205.60
TOTAL	**$587,280.25**	**$71,104.60**	**$29,400.00**	**$8,960.00**	**$311,135.00**	**$1,007,879.85**

2.2. Contractor shall be paid on a fixed fee basis for Tasks 1 – 6. The fees include all labor, materials, equipment, overhead, general administrative costs, and profit.

2.3. Contractor shall be paid on a time and material basis for Task 7 in accordance with the following rates:

Labor Classification	HourlyRate
Principal Hydrogeologist	$195
Project Hydrogeologist	$145
Staff Hydrogeologist	$135
GIS Technician	$120
Project Coordinator	$105
Clerical	$80
Non-Labor Charges Mileage = $0.585 per mile (i.e., the allowable IRS rate); Field visit (day) = $50; Field visit (overnight) = $160; Transducer rental = $25 per day	

2.4. The assumptions made in calculating the amounts in Section 2.1 above are described in Contractor's Cost Proposal dated July 1, 2022. The amounts may

change during the project if the assumptions factored in during the cost process change. Any changes in the amounts shall be agreed to by both parties in writing.

3. PAYMENT SCHEDULE

3.1. With respect to progress payments for Tasks 1 – 6. Contractor shall base its invoice on the percentage of services completed during the previous month.

3.2. With respect to payments for Task 7, Contractor shall base its invoice on the hours, professional fees, costs, and charges associated with the services completed during the invoice period in accordance with the fee schedule in Table x.

3.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications

and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:
EBIX Inc.
City of Santa Clara – Water & Sewer Utilities Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

22-889 Agenda Date: 8/16/2022

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Kyle Groundwater, Inc. for Well Condition Assessment and Engineering Services During Rehabilitation

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The Water and Sewer Utilities Department (Department) is responsible for providing dependable supply of safe, potable water for the residents and businesses in Santa Clara. Today, the City's water supply comes from 20 active groundwater wells and water purchased from the Santa Clara Valley Water District (Valley Water) and the San Francisco Public Utilities Commission (SFPUC).

Due to the current drought, wholesale water supplies from the Valley Water and SFPUC have been significantly reduced as water has become scarce throughout the region. In addition, the City has lost a number of wells from decommissioning of aging wells. To offset the shortfall, the Department is considering rehabilitating six of the 10 inactive wells.

The six inactive wells identified for potential reactivation are Well 5-02, 16-02, 21, 26, 32, and 34. To reactivate these wells, the Department requires the services of a consultant to perform well assessments, provide technical recommendations, develop technical specifications for rehabilitation, assist staff with bid advertisement, contractor selection, and provide engineering support services during rehabilitation.

DISCUSSION
Pursuant to City Code Section 2.105.330 and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process whereby proposers are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation.

On March 3, 2022, the City published a Request for Proposal (RFP) for well condition assessment and engineering services during rehabilitation. Three proposals were received from the following firms:

- Bonkowski & Associates
- KYLE Groundwater, Inc. (KYLE)
- Luhdorff & Scalmanini Consulting Engineers (LSCE)

The proposals were independently evaluated by a three-member evaluation team. KYLE and LSCE

were invited to participate in oral interviews to introduce their proposed project team members and demonstrate their experience and capacity to meet the City's requirements. After concluding the evaluation process, the evaluation team ranked KYLE as the most qualified consultant.

The term of the proposed agreement with KYLE is three years, effective from September 1, 2022 to August 31, 2025. The maximum compensation under the proposed agreement is $1,007,880 as summarized below.

Description	Amount
Well 5-02	$148,845
Well 16-02	$148,845
Well 21	$175,069
Well 26	$148,845
Well 34	$175,070
Well 32	$211,206
Maximum Compensation	$1,007,880

Due to the age and type of construction, the wells have historically exhibited water quality, production and sanding issues. Under the proposed agreement, KYLE will perform an initial condition assessment and provide recommendations on whether the wells can be successfully rehabilitated to mitigate the primary issues of concern. If the City proceeds with rehabilitating the wells, KYLE will also assist staff with preparing technical specifications and provide engineering support services during construction.

Rehabilitation of these wells will provide the critical redundancy to the City's water supply, thereby reducing the City's dependence on purchased treated water supply and ensuring the residents and businesses in Santa Clara continue to have a reliable supply of water.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(b) (Class 1 - "Existing Facilities") as the activity consists of the operation, repair, and maintenance of existing public structures, facilities, and mechanical equipment, including publicly owned utilities, involving negligible or no expansion of the existing use.

FISCAL IMPACT

The Department's capital improvement program includes funding in the New and Replacement Wells project, which would be used for this agreement.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board

outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220 or via email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute an agreement with KYLE Groundwater, Inc. for well condition assessment and engineering services during rehabilitation starting on or around September 1, 2022 and ending on or around August 31, 2025, with maximum compensation not-to-exceed $1,007,880, subject to the appropriation of funds.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities
Approved by: Rajeev Batra, City Manager

ATTACHMENTS

1. Agreement for Design Professional Services with KYLE Groundwater, Inc.

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KYLE GROUNDWATER, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and KYLE Groundwater, Inc., a California corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement For Design Professional Services Between the City of Santa Clara, California and Kyle Groundwater, Inc.", dated August 24, 2022 ("Agreement"); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide hydrogeological and engineering services ("Services"), and the Parties now wish to amend the Agreement to reinstate the expired Agreement, extend the term, scope of services, and fee schedule to allow for the completion of work.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. REINSTATEMENT

   To reinstate the Agreement and extend the expiration of the Agreement so that it did not terminate on August 31, 2025. All rights and obligations shall continue from August 31, 2025 through the agreement term set forth in this Amendment No. 1. By this Amendment the Parties agree to ratify the term extension.

2. Section 2 of the Agreement, entitled "Term of Agreement" is amended and restated as follows:

   "Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on December 31, 2026.

3. Exhibit A of the Agreement, entitled “Scope of Services”, Section 2.2.6 is amended to specify the wells for which services will be provided. The amended section 2.2.6 shall read as follows:

   “**2.2.6** Contractor shall provide services to conduct zone specific water quality sampling and flow profiling for well 32 and well 26 only. This task shall include well redevelopment, time series sampling, flowmeter survey, depth specific sampling, water quality analysis and reporting.”

4. Exhibit B of the Agreement, entitled “Schedule of Fees”, Section 2.1 is amended to reflect the actual amounts required per well and per task. The amended section 2 shall read as follows:

   “**2.1** Contractor will be compensated for Services according to the table below:

Description	Tasks 1-3	Task 4	Task 5	Task 6	Task 7	Total
Well 5-02	$78,946.25	$0.00	$5,880.00	$1,792.00	$62,227.00	$148,845.25
Well 16-02	$26,165.70	$0.00	$5,880.00	$1,792.00	$62,227.00	$96,064.70
Well 21	$40,066.31	$0.00				$40,066.31
Well 26	$301,650.69	$0.00	$5,880.00	$1,792.00	$62,227.00	$371,549.69
Well 34	$44,803.56	$0.00	$7,170.00	$1,792.00	$93,471.04	$147,236.60
Well 32	$204,117.30	$0.00	$0.00	$0.00	$0.00	$204,117.30
TOTAL	**$695,749.81**	**$0.00**	**$24,810.00**	**$7,168.00**	**$280,152.04**	**$1,007,879.85**

5. Exhibit B of the Agreement, entitled “Schedule of Fees”, Section 2.4 is amended and revised as follows:

   “**2.4** The amounts listed in Section 2.1 above may change during the project if the assumptions factored in during the cost process change. Any changes in the amounts shall be agreed to by both Parties in writing.”

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

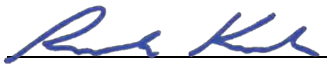
GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KYLE GROUNDWATER, INC.
a California corporation

Dated: May 5, 2026

By (Signature): 

Name: Russell Kyle

Title: President

Principal Place of Business Address: 309 E. Jefferson Avenue, Pomona, CA 91767

Email Address: russell.kyle@kylegroundwater.com

Telephone: 626-379-7569

Fax:

"CONTRACTOR"

26-783 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on Ratification of an Emergency Sole Source Purchase Order to Pump Repair Services Company for the Purchase and Installation of a Replacement Pump and Motor for the City's Groundwater Well 10 in an Amount Not to Exceed $362,675

BACKGROUND

The City's groundwater wells provide approximately 60 percent of the City's potable water supply. One of those wells, Well 10, located at 3640 Forest Avenue, was constructed in 1957 and is one of the City's active groundwater production wells.

Well 10 is part of the City's local groundwater production system, which supports the reliability, resiliency, and cost-effectiveness of the City's potable water supply by reducing reliance on imported water. Maintaining active groundwater wells is important to meeting customer demand, preserving operational flexibility, and supporting the City's ability to respond to seasonal demand fluctuations, supply interruptions, or other system constraints.

Due to the age of Well 10 and its continued role as an active potable water supply asset, timely repair and replacement of critical well components is necessary to maintain production capacity, regulatory compliance, and water system reliability. When a groundwater production well is removed from service for an extended period, the City may face regulatory, operational, and cost impacts associated with returning the well to active service.

DISCUSSION

Overview of the Emergency Event

In June 2026, during routine operation of Well 10, staff observed significant vibration and removed the well from service pending inspection. The inspection identified substantial wear to multiple components of the pump assembly, including bowl bearings, impeller wear rings, and the drive coupling, as well as cavitation-related wear to the impeller. Based on the age and condition of the equipment, staff determined that the pump and associated components required replacement.

Pump Repair Services Company provided a cost estimate of $362,675 for all parts, freight, equipment, and labor required to deliver and install the replacement pump and motor. The replacement equipment has an estimated fabrication lead time of approximately four months. This lead time created an urgent need to authorize the purchase immediately because Well 10 would remain out of service during fabrication and installation.

The emergency arose from the combination of the failed condition of the existing equipment, the long

fabrication lead time for the replacement pump and motor, the regulatory risk associated with an extended outage, and the potential impact on the City's potable water supply reliability. Specifically:

- The State Water Resources Control Board, Division of Drinking Water, requires a well to be classified as inactive if it is not operated for three months. Once a well is classified as inactive, reactivation requires a State permit amendment. The permit amendment process may also require upgrades to meet current State standards before the well can be returned to service. The City notified the Division of Drinking Water that fabrication of the replacement pump and motor is expected to take approximately four months and that Well 10 will remain offline during that period. At this time, the Division of Drinking Water has not required Well 10 to be reclassified as inactive. However, any delay in authorizing the purchase would further extend the outage period and increase the likelihood that Well 10 could be moved to inactive status.

- Because Well 10 was constructed in 1957, any required upgrades resulting from an inactive classification could be extensive and may result in significant additional costs, permitting delays, and an extended period during which the well would remain offline.

- Well 10 is also required to undergo State Water Resources Control Board Title 22 water quality sampling by the end of the calendar year. Delays in ordering, fabricating, and installing the replacement pump and motor would reduce the time available to complete the required sampling and could affect the City's ability to meet this regulatory requirement.

Given these circumstances, staff determined that immediate procurement was necessary to protect public health and the environment, preserve the reliability of the City's potable water supply, reduce the risk of regulatory noncompliance, and avoid potentially significant additional costs and delays associated with inactive well classification. The situation met the emergency purchasing criteria under City Code Section 2.105.260(a), and a notice to proceed was issued to Pump Repair Services Company on July 6, 2026.

Sole Source Basis

The purchase was also appropriately processed as a sole source procurement. The City's groundwater well system uses Byron Jackson pumps and motors, and replacing the failed equipment at Well 10 with compatible Byron Jackson equipment is necessary to maintain consistency with existing City infrastructure. Use of matching equipment supports compatibility with the existing well configuration, established maintenance practices, spare parts inventory, staff training, and vendor support.

Introducing a different pump or motor manufacturer at Well 10 could create additional design, installation, operational, and maintenance risks, including potential compatibility issues with existing system components and the need for revised procedures, different spare parts, and additional staff training. In the context of an active potable water supply well that needed to be returned to service as quickly as possible, these risks were not in the City's best interest.

Pump Repair Services Company is the only authorized and factory-trained dealer for Byron Jackson products in Northern California. Therefore, the purchase meets the sole source criteria under City Code Sections 2.105.280(b)(2) and 2.105.280(b)(3), because the replacement equipment is needed

to match existing City equipment currently in use and is available from only one authorized source in the region.

Mercury Seal Replacement

The replacement also provides an opportunity to eliminate the existing motor's mercury mechanical seal, an older technology that presents increased environmental, maintenance, and worker safety risks. The new pump will include a modern non-mercury mechanical seal, improving system reliability, reducing maintenance complexity, and eliminating the potential for mercury releases during operation, repair, or future handling of the equipment.

Elemental mercury is regulated as a hazardous material and hazardous waste under California Code of Regulations, Title 22, and employee exposure is regulated by Cal/OSHA under 8 CCR Sections 5155 and 5194. Replacing the mercury seal reduces hazardous waste liabilities, simplifies future maintenance and disposal activities, minimizes worker exposure risks, and aligns the City's drinking water infrastructure with current industry best practices and prudent asset management.

Council Ratification

City Code Section 2.105.260(c) requires the City Manager and/or their designee to provide a post-emergency report to the City Council on the use of any reserve amounts expended for emergency purposes. This report serves as the required post-emergency report and requests Council approval to expend the necessary funds and ratify the purchase order issued to Pump Repair Services Company in the amount of $362,675.

Ratification is requested because immediate authorization was necessary to begin the fabrication process without delay, reduce the duration of the Well 10 outage, preserve the well's active status, support timely completion of required water quality sampling, and maintain the reliability of the City's potable water supply system.

ENVIRONMENTAL REVIEW

The action being considered is exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(b) (Class 1 - "Existing Facilities") as the activity consists of the operation, repair, and maintenance of existing public structures, facilities, and mechanical equipment, including publicly owned utilities, involving negligible or no expansion of the existing use.

FISCAL IMPACT

The cost of the Well 10 replacement pump and motor is $362,675. Funding is available in the New and Replacement Wells project in the Water Utility Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special

Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220 or via email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Note and file this Post-Emergency Report pursuant to Santa Clara City Code Section 2.105.260 (c); and
2. Ratify the emergency sole source purchase order with Pump Repair Services Company for the purchase and installation of replacement pump and motor for Groundwater Well 10 in an amount not to exceed $362,675.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Cost Estimate for Well 10 Replacement Pump and Motor

PUMP REPAIR SERVICE CO.

June 24, 2026

City of Santa Clara
1705 Martin Ave.
Santa Clara, CA 95050
Attn: Lawrence Tam

SUBJECT: WELL 10

Dear Lawrence,

We are pleased to provide you with an estimated proposal on the materials and labor that are listed below.

1 – Byron Jackson 200 HP, 14M	$121,815.00
460 volt, type M, NSF-61	
Refurbished submersible motor,	
1 – 200 HP 14" type M,	-8,900.00
Byron Jackson trade in credit	
Refurbished motor Total	**112,915.00**
Design Conditions: 1650 GPM @ 295' TDH	
1 – Byron Jackson / Flowserve	45,711.00
Model 13 ETMH/13 MQH	
4 stage, 416 SS shaft,	
C903 tin bronze impellers	
4" discharge submersible	
Bowl assembly NSF-61	
With non-witness performance test	
1 – 1/0 motor flat cable factory	60,715.00
Splice onto 370' of 350 MCM	
Power cable, including a breakout	
seal boot on submersed end of round	
Cable NSF-61	
350' feet of 10" .279 uncoated NSF-61	29,700.00
Wall column pipe	
1 – 10" column pipe check valve	4,175.00

ESTABLISHED 1941
P.O. BOX 34327 SAN FRANCISCO, CA 94134-0327 415.467.2150 FAX 415.467.7442
www.pumprepairservice.com

1 – 3" Power cable liquid tight SS connector	375.00
1 – Lot of SS buckles and bandit	600.00
Materials	
1 – Shipping crate	1,200.00
Misc Hardware	300.00
Materials	$255,691.00
Factory freight & handling	16,000.00
Sales tax 9 3/4%	26,489.87
Drain oil, handling, crating, cleaning, wrapping	1,860.00
Existing 200 HP in plastic, ship back to Flowserve	
Freight back to Flowserve MD	5,000.00
Field labor to remove 350 feet of column pipe	12,400.00
Well rig/service truck	2,100.00
Estimated field labor to separate Byron	
Jackson motor from bowl assembly	
Install shipping cap	3,000.00
Boom truck/service truck	825.00
Shop labor	4,960.00
Weld 3" threaded coupling onto bottom of	
Discharge head for grommet to seal power cable	1,750.00
Estimated field labor to reinstall	15,500.00
New pumping equipment with 300 feet of column pipe	
Well Rig / Boom Truck / Service Truck	2,250.00
Video survey – Dual view camera	1,350.00
Nylon wire brush, swab and airlift or	
ball debris and fill from bottom	13,500.00
Revideo survey (no charge)	0
Estimated Total	**$362,675.87**
Delivery on motor	16 Weeks
Delivery on power cable	16 Weeks
Delivery on bowl assembly	16 Weeks
Delivery on column pipe	12 Weeks

If you have any questions on the above, please give me a call.

Sincerely,

Wayne Archer

WA/dm

FLOWSERVE

Hydraulic Datasheet

Customer	: FLOWSERVE PUMP DIVISION	Pump / Stages	: 13ETMH	/ 4
Customer reference	: -	Based on curve no.	: 88376551	
Item number	: -	Flowserve reference	: 504585485	
Service	: PRSCO - Santa Clara Well 10	Date	: June 19, 2026	

Operating Conditions

Capacity	: 1,650.0 USgpm
Water capacity (CQ=1.00)	: -
Normal capacity	: -
Rated head @ Low liquid level	: 295.00 ft
Water head (CH=1.00)	: -
NPSH available (NPSHa) @ Low liquid level	: 33.4 ft
NPSHa less NPSH margin @ Impeller eye	: -
Maximum suction pressure	: Not applicable
Rated suction pressure	: Not applicable

Liquid

Liquid type	: Fresh water
Liquid description	: Groundwater
Temperature / Specific gravity	: 60 °F / 0.999
Viscosity / Vapor pressure	: 1.00 cSt / 0.26 psia

Materials / Specification

Material column code	: B30

Other Requirements

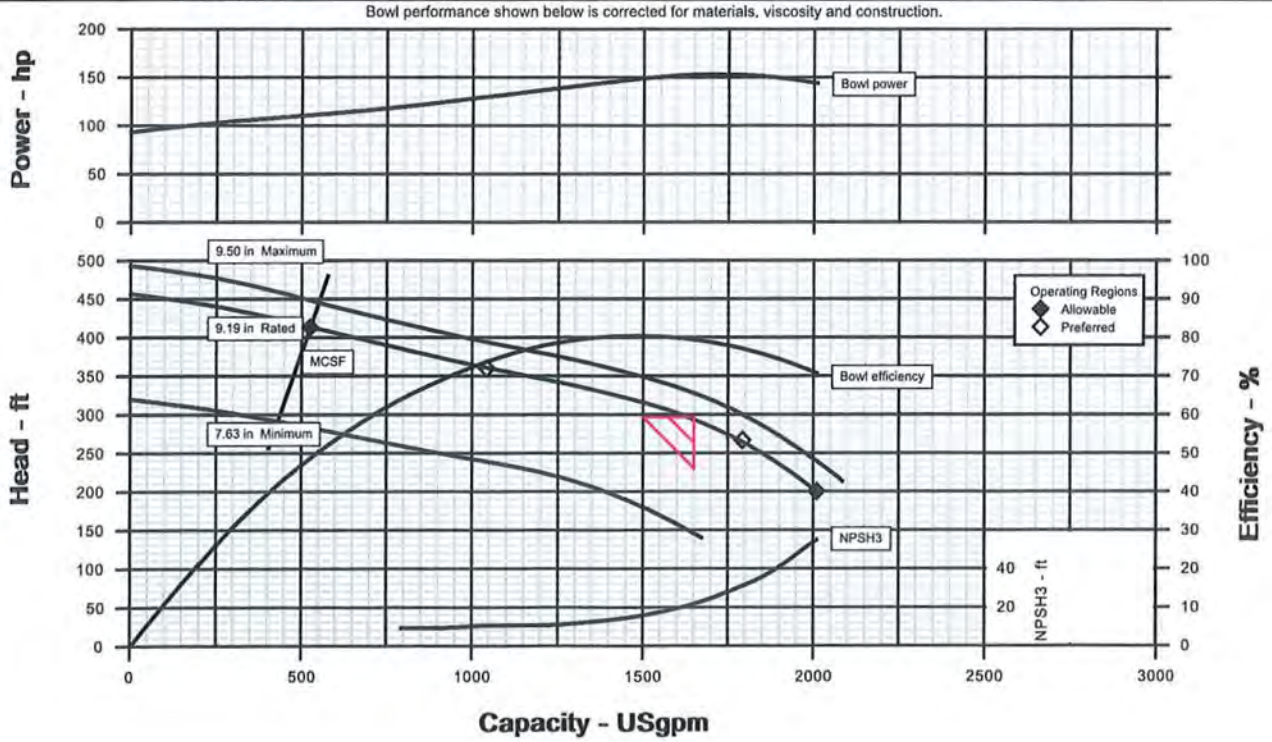
Hydraulic selection : No specification
Construction : No specification
Test tolerance : ANSI/HI 14.6 Grade 1B
Speed Set : 1760 rpm
Driver Sizing : Max Power(MCSF to EOC) using SF
Seal configuration : Single Mechanical Seal

Performance

Pump speed	: 1,760 rpm	Impeller diameter	: Rated / Maximum / Minimum
NPSH required (NPSH3) (CNPSH=1.00) @ Im...	: 21.2 ft		: 9.19 in / 9.50 in / 7.63 in
Minimum submergence	: 24.00 in	Impeller diameter ratio (rated/max)	: 96.7 %
Hydraulic power	: 123 hp	Maximum head at rated diameter	: 457.33 ft
Efficiency (Pump overall / Bowl) (CE=1.00)	: 79.8 % / 80.0 %	Head rise to shut off	: 54.6 %
Power (rated/max)	: 154 hp / 156 hp	Total head ratio (rated / max) / (max / rated)	: 89.8 % / 111.4 %
Driver power rating	: 200 hp / 149 kW	Flow at BEP	: 1,493.2 USgpm
Bowl pressure	: 197.8 psig	Flow as % of BEP	: 110.5 %
(based on shut off @ cut dia/rated SG)		Minimum continuous flow	: 524.3 USgpm
Maximum allowable	: 440.0 psig	Rated thrust (at Rated flow)	: 3,463.2 lbf
Bowl & column hydrotest	: 247.2 psig	Maximum thrust (at Shut off flow)	: 5,311.0 lbf
Dischg Head Dischg Region MAWP	: 285.0 psig	Min thrust - Runout flow / Max Suction	: 2,360.8 lbf
Ns / Nss (per eye)	: 2,462 / 8,280 (US)	(A negative thrust value indicates an upthrust condition)	

CURVES ARE APPROXIMATE, PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY.

Bowl performance shown below is corrected for materials, viscosity and construction.



Bowl head of 295.91 ft corresponds with 295 ft head at low liquid level adjusted for elevation and friction losses.
** denotes rejection criteria

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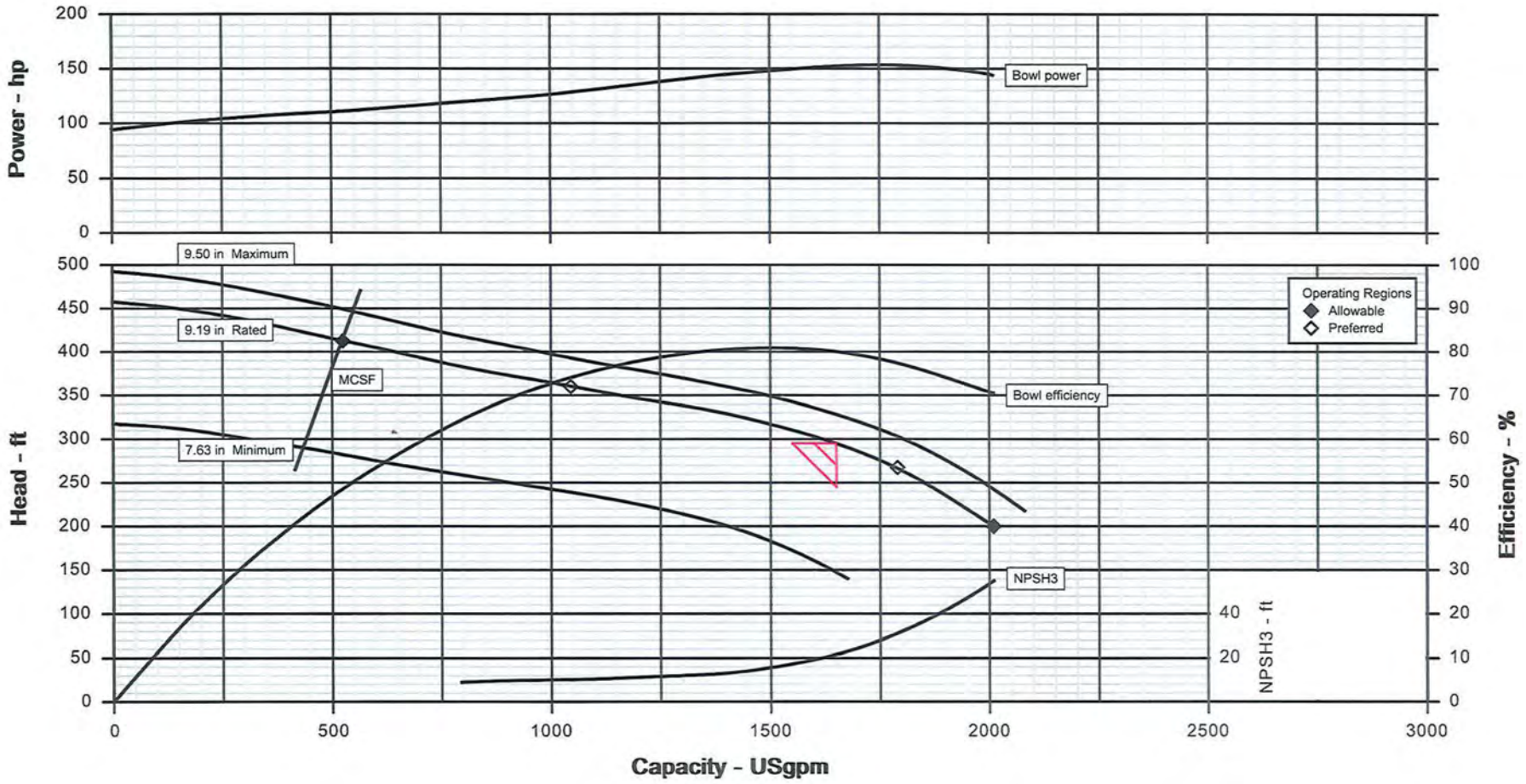
Customer	: FLOWSERVE PUMP DIVISION	Capacity	: 1,650.0 USgpm
Item number	: -	Head	: 295.00 ft
Service	: PRSCO - Santa Clara Well 10	Density / Specific gravity	: - / 0.999
Flowserve reference	: 504585485	Pump speed	: 1,760 rpm
Pump size & type / Stages	: 13ETMH / 4	Ns / Nss (per eye)	: 2,462 / 8,280 (US)
Based on curve no.	: 88376551	Test tolerance	: ANSI/HI 14.6 Grade 1B
Impeller diameter	: 9.19 in	Date	: June 19, 2026

CURVES ARE APPROXIMATE, PUMP IS GUARANTEED FOR ONE SET OF CONDITIONS; CAPACITY, HEAD, AND EFFICIENCY.

Bowl performance shown below is corrected for materials, viscosity and construction.



Bowl head of 295.91 ft corresponds with 295 ft head at low liquid level adjusted for elevation and friction losses.

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26-805 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on the Award of a Public Works Contract for the Northern Receiving Station to Kifer Receiving Station 115 Kilovolt Transmission Line Project to Outsource Utility Contractor, LLC, for a Not-to-Exceed Amount of $31,172,792, Inclusive of a 20% Contingency (Contract No. 2455), and Related Budget Amendment

BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), issued a public works bid packet for the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) 115 kV Transmission Line Project, Project No. 2455 (Project). SVP is constructing approximately 2.24 miles of new 115kV transmission line within the northeastern area of the City of Santa Clara. The proposed project was identified in SVP's Three-Year System Growth Plan Strategy that was accepted by the City Council on September 28, 2021 (RTC #21-871), to support anticipated system growth and to replace end-of-life equipment for system reliability.

The primary objective of the new transmission line is to connect the NRS and KRS receiving stations. This connection will allow energy to be balanced and redistributed within SVP's transmission receiving stations and enable SVP to serve the projected load growth based on SVP Resource Load Forecast.

After evaluating three potential transmission routes, the City Council approved the preferred route on November 12, 2024 (RTC #24-1040), an overhead alignment along Lafayette Street, Bassett Street, and Duane Avenue. The route was selected based on its overall feasibility, permitting constraints, ability to meet the schedule, flexibility in power delivery, ease of maintaining the system, and reduced construction disruption to the public as compared to the other alternatives.

The City Council has previously taken several actions on the Project:

- March 19, 2024 - RTC #24-1614 - Informational Report
- November 12, 2024 - RTC #24-1040 - Action on a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and Route Approval for the Project
    - Approved the Adoption of a MND and the MMRP
    - Approval of Route A, Option 1, for an entirely overhead alignment of the new 115kV transmission line
- February 25, 2025 - RTC #25-212 - Authority to Execute Purchase and Sale Agreements (PSAs) for Easement Acquisitions
- Numerous other interactions regarding easement acquisitions

Other actions taken for this Project include two virtual community meetings held on April 25, 2024, and May 23, 2024, as well as an in-person public engagement meeting held on August 22, 2024, to present and receive comments from the community on the transmission line route.

DISCUSSION

On June 15, 2026, in accordance with Section 1310 of the City of Santa Clara Charter, which governs the competitive bidding for public works, a competitive Request for Bids (RFB) for the Project, was published on the City's e-procurement system. The RFB was viewed by various vendors, including contractors, suppliers, plan rooms, and builder exchanges, among others. Additional vendors were able to view the RFB as members of various plan rooms and builder exchanges. Staff also reached out directly to contractors and vendors who have viewed similar projects in the past.

On July 30, 2026, the bid opening for the Project was held via video conference. The City received four bid entries, as summarized in Table 1 below.

Table 1 - Bid Summary

Bidder	Total Bid Amount (Rounded to the Nearest Dollar)
DMZ Builders	$1
Outsource Utility Contractor, LLC	$25,554,827
Henkels & McCoy West, LLC	$29,279,130
DMZ Builders	$39,765,281

At the bid opening, DMZ Builders submitted a bid entry in the amount of $1. Following the bid opening, staff confirmed with DMZ Builders that the $1 bid was submitted in error. Staff rejected the $1 bid. Thereafter, Outsource Utility Contractor, LLC was identified as the lowest apparent bidder, with a submitted bid in the amount of $25,554,827 which is five percent (5%) less than the Engineer's Estimate of $26,900,000.

SVP staff included scope additives in the form of bid alternates to provide flexibility to accommodate additional work that may occur as the transmission pole procurement is finalized (foundation diameter changes) and coordination with the Federal Aviation Administration (FAA) due to proximity to the San Jose International Airport. The bid documents include a reservation for the City "…to add to…the Contract any of the additive…alternates included in the Bid Proposal…" The alternate work requested includes unit pricing for differing diameter foundations, installation of FAA lights, and/or conductor marker balls. Staff requests the approval of Bid Alternates #1-4 for a total amount not-to-exceed $422,500.

Staff reviewed the bid for compliance with the terms and conditions of the bid documents and determined that Outsource Utility Contractor, LLC is the lowest responsive and responsible bidder. Accordingly, staff recommend awarding the contract to Outsource Utility Contractor, LLC.

The recommended contract includes a maximum compensation of $25,977,327 (inclusive of Bid Alternates #1-4), plus a 20% contingency for any potential change orders. The total not-to-exceed contract amount, including contingency, is $31,172,792.

Approval of the contract award will authorize the City Manager to execute the public works contract for the Project in substantially the same form as attached to this Report to Council (Attachment 1). Upon City Council approval, Outsource Utility Contractor, LLC will be required to provide performance and payment bonds. Applicable Mitigation, Monitoring and Reporting Program requirements were incorporated into the Contract.
Construction of the Project is anticipated to begin in September 2026 with completion in 2028 in order to meet SVP's load growth and regional projects. The contract includes prevailing wage requirements.

ENVIRONMENTAL REVIEW
The Mitigated Negative Declaration (MND) and Mitigation, Monitoring and Reporting Program (MMRP) were prepared for the Project in conformance with California Environmental Quality Act. These documents and Notice of Availability were posted on the City's website at <http://www.santaclaraca.gov/ceqa> and circulated for 30-day review from July 31, 2024, to August 30, 2024.

The MND examined environmental impacts associated with the Project. The MND identified potentially significant impacts to air quality, biological, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water, noise, and traffic/transportation. However, the MND and MMRP incorporates mitigation measures to reduce the potentially significant impacts to less-than -significant.

The MND and MMRP were adopted by the City Council on November 12, 2024, by Resolution No. 24 -9386. Applicable MMRP requirements were incorporated into the Contract.

FISCAL IMPACT
The cost of the base construction contract (inclusive of bid alternates) is $25,977,327, plus a 20% contingency, or $5,195,465, for any potential change orders for a total not-to-exceed contract amount of $31,172,792. Partial funding for the contract is included in the 115 kV NRS - KRS Transmission Line Project in the Electric Utility Capital Fund in the FY 2026/27 Adopted Budget. A budget action is recommended below to appropriate an additional $3.5 million to fully fund the construction contract and contingencies as well as other project-related costs.

Budget Amendment
FY 2026/27

	Current	Increase/ (Decrease)	Revised
Electric Utility Fund (091)			
Transfers To			
Electric Utility Capital Fund	$156,967,000	$3,500,000	$160,467,000
Ending Fund Balance			
Unrestricted Ending Fund Balance	$89,187,646	($3,500,000)	$85,687,646

Electric Utility Capital Fund (591)			
Transfers From			
Electric Utility Fund	$156,967,000	$3,500,000	$160,467,000
Expenditures			
NRS - KRS 115kV Line Project	$41,632,501	$3,500,000	$45,132,501

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Award the Public Works Contract for the Northern Receiving Station to Kifer Receiving Station 115 Kilovolt Transmission Line Project (No. 2455) to the lowest responsive and responsible bidder, Outsource Utility Contractor, LLC in the amount of $25,977,327, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to (a) take any necessary actions to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and (b) approval of any necessary change orders not to exceed 20 percent (20%) of the Contract price inclusive of Bid Alternates, or $5,195,465, for a total Contract amount not to exceed $31,172,792; and
3. Approve the following FY 2026/27 budget amendments:
   a. In the Electric Utility Fund, increase the Transfer to the Electric Utility Capital Fund and decrease the Unrestricted Ending Fund Balance in the amount of $3.5 million (five affirmative Council votes are required for the use of unused balances), and
   b. In the Electric Utility Capital Fund, increase the Transfer from the Electric Utility Fund and the NRS-KRS 115kV Line project in the amount of $3.5 million (five affirmative Council votes are required to appropriate additional revenue).

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Public Works Contract for the Northern Receiving Station to Kifer Receiving Station 115 Kilovolt Transmission Line Project

Contract

This public works contract ("Contract") is entered into by and between City of Santa Clara ("City") and _____ ("Contractor"), for work on the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) 115 kilovolt (kV) Transmission Line Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 2026, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

1.1 **Alternate(s).** City has elected to include the bid alternate(s) identified below in the Contract. Contractor will not begin performing the Work for an alternate until the City issues a written notice to proceed with the alternate Work.

Alternate No.1 - Furnish, Excavate and Construct 5' Diameter Reinforced Concrete Pier Foundation (Only Anchor Bolt Cages Supplied by City)

Alternate No. 2 - Furnish, Excavate and Construct 9' Diameter Reinforced Concrete Pier Foundation (Only Anchor Bolt Cages Supplied by City)

Alternate No. 3 - Furnish and Install FAA light, solar panel, and battery pack (Pole locations To Be Determined)

Alternate No. 4 - Furnish and Install marker balls (Span Locations To Be Determined)

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and consist of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all Contract Documents, including this Contract.

2.1 Notice Inviting Bids;
2.2 Instructions to Bidders;
2.3 Addenda, if any;
2.4 Bid Proposal and attachments thereto;
2.5 Contract;
2.6 Payment and Performance Bonds;
2.7 General Conditions;
2.8 General Requirements;
2.9 Special Conditions;
2.10 Project Plans and Specifications;

- NORTHERN RECEIVING STATION TO KIFER RECEIVING STATION 115 kV TRANSMISSION LINE (*NRS-KRS 115kV TLINE DWGS.pdf*)
- NRS-KRS 115kV TRANSMISSION LINE, UG ELECTRICAL DISTRIBUTION RELOCATIONS (*UG ELECT DIST RELOCATION DWGS.pdf*)
- UTILTIY RELOCATION PACKAGE FOR THE NRS-KRS 115kV TRANSMISSION LINE PROJECT DRAWINGS (*UG WATER AND SEWER RELOCATION DWGS.pdf*)
- TECHNICAL PROVISIONS FOR CONSTRUCTION OF NORTHERN RECEIVING (NRS) TO KIFER RECEIVING STATION (KRS) 115 KILOVOLT TRANSMISSION LINE PROJECT
    - Cover Page, Seals Page, and Table of Contents (*TECH SPEC COVER-SEALS-TOC.pdf*)
    - 115 kV Transmission Line (*TECH SPECS 1 OF 2 - 115kV TRANSMISSION LINE.pdf*)

- Underground Utility Relocations (*TECH SPECS 2 OF 2 - UG UTILITY WORK.pdf*)

2.11 Change Orders, if any;
2.12 Notice of Award;
2.13 Notice to Proceed; and
2.14 City's Standard Details, as applicable; and
2.15 The following:

3. **Contractor's Obligations.** Contractor shall perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, services, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor $_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** The Project must energize and put into service the 115kV Transmission Line from NRS to KRS within 529 Calendar Days from the start date set forth in the Notice to Proceed, and the Project must be fully completed within 574 Calendar Days from the start date set forth in the Notice to Proceed. By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $11,500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. **Labor Code Compliance.**

7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the DIR to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. **Notice.** Any notice required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

831 Martin Avenue
Santa Clara, CA 95050
Attn: Allie Jackman, Electric Division Manager
AJackman@SantaClaraCA.gov

Copy to: Ryan Maher, Contracts Manager
rmaher@santaclaraca.gov

Contractor:

Name:_____
Address:_____
City/State/Zip:_____
Phone:_____
Attn:_____
Email:_____
Copy to:_____

12. **General Provisions.**

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 **Iran Contracting Act.** If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/_____

_____
Name, Title

Date: _____

Approved as to form:

s/_____

_____
Name, Title

Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____

Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

Date: _____

_____
Contractor's California License Number(s) and Expiration Date(s)

Payment Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a Contract for Work on the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) 115 kilovolt (kV) Transmission Line Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than $_____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20__.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED AS TO FORM:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

Performance Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a Contract for Work on the Northern Receiving Station (NRS) to Kifer Receiving Station (KRS) 115 kilovolt (kV) Transmission Line Project Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than $_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED AS TO FORM:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Base Bid set forth in the Bid Proposal form, for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

Chief Electric Utility Officer means the director of the Electric Utility Department, also known as Silicon Valley Power, and his or her authorized delegee(s).

City means the City of Santa Clara, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Council means the City Council of the City of Santa Clara and its authorized delegee(s).

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the General Requirements; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Director means the director of the Department of Public Works and his or her authorized delegee(s).

Drawings has the same meaning as Plans.

Engineer means, for a Project administered by the City's Department of Public Works, the City Engineer and his or her authorized delegees; for a Project administered by the City's Water & Sewer Utilities, the Director of Water and Sewer Utilities and his or her authorized delegees; and for a Project administered by Silicon Valley Power, the Chief Electric Utility Officer and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to test and/or inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Standard Details means the latest version of the City's standard details and technical standards, including the City of Santa Clara Standard Details, available at https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/technical-documents, and the Silicon Valley Power Technical Standards, which may be available at https://www.siliconvalleypower.com/svp-and-community/rules-and-regulations and/or provided by City upon request.

Standard Plans means the latest version of the State of California Department of Transportation Standard Plans.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

SVP means Silicon Valley Power, the City's municipal electric utility.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include the following holidays observed by the City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

(A) New Year's Day, January 1;
(B) Martin Luther King Jr.'s Birthday, third Monday in January;
(C) Presidents' Day, third Monday in February;
(D) Spring Holiday, the Friday before Easter Sunday;

(E) Memorial Day, last Monday in May;
(F) Independence Day, July 4;
(G) Labor Day, first Monday in September;
(H) Admission Day, September 9;
(I) Indigenous Peoples' Day, second Monday in October;
(J) Veterans' Day, November 11;
(K) Thanksgiving Day;
(L) The Day following Thanksgiving Day;
(M) Christmas Day and City Closure, December 25-31; and
(N) Each day appointed by the Governor of California and formally recognized by the City Council as a day of mourning, thanksgiving, or special observance.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 Roles and Responsibilities

2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely

completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers, email address, and emergency contact information, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor shall be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. Contractor must also provide emergency contact information for the superintendent. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, and receive City's approval, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, all rules and regulations of public utilities, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must conduct and/or attend, as applicable, the meetings specified in this subsection. For each meeting, Contractor must prepare meeting minutes and submit the meeting minutes to City following the meeting.

(1) *Pre-Construction Conference.* Contractor, its project manager, superintendent, authorized representative responsible for scheduling, and any primary Subcontractors and/or key personnel requested by City, must attend a pre-construction conference. City will designate a date and time for a pre-construction conference with Contractor following Contract execution. The parties will discuss coordination between City and Contractor and Project administration procedures, including, but not limited to, schedules, personnel and vehicle permit procedures, use of premises, location for temporary facilities at the Project site,

security, submittal procedures, utility shutdown procedures, inspection and testing procedures, control and reference point survey procedures, and Contractor's safety program. Contractor must present City with the following information or documents at the conference for City's review and acceptance before the Work commences:

(a) Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;

(b) List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;

(c) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;

(d) Contractor's traffic control and detour plan and any other traffic control plans associated with the staging plans, that are signed and stamped by a licensed engineer (if required);

(e) Contractor's initial schedule, if applicable, and draft baseline schedule for the Work as required under Section 5.2;

(f) Submittal schedule with list of Project submittals that require City review, and list of the proposed material suppliers;

(g) Draft schedule of values as required under Section 8.1, to be finalized prior to Contractor's submission of the first application for payment;

(h) Letter of authorization to execute Change Orders on behalf of Contractor; and

(i) Any other documents specified in the Special Conditions or Notice of Award.

(2) *Weekly Progress Meetings*. Contractor, its project manager, superintendent, and any Subcontractors and/or key personnel requested by City, must attend weekly Project progress meetings scheduled with City. The progress meetings will be held at Contractor's office at the Project site unless otherwise directed by City. The subjects for discussion at the weekly progress meetings may include, but are not limited to, any meeting minutes from a previous meeting; review of progress of the Work since the previous meeting; Work schedules, including progress schedules, delivery schedules, and adjustments thereto; the status of submittals, RFIs, or Change Orders; the Contractor's safety program activities and results, including reports on any serious injuries and/or damage accidents; and any other items affecting the progress of Work. Contractor shall prepare an agenda for progress meeting(s). If there are any questions from City at a progress meeting that require further response from Contractor, Contractor must respond to those questions in writing within five days following the meeting.

(3) *Special Meetings*. At any time during the progress of the Work, City may schedule special meetings with the Contractor, including, but not limited to, meetings in emergency situations. Contractor, its project manager, superintendent, and any Subcontractors and/or key personnel requested by City, must attend any such special meetings, as directed by City.

(4) *Safety Meetings*. At a minimum, Contractor must conduct monthly safety committee meetings and weekly toolbox safety talks with its workers.

(5) *Coordination Meetings*. In order to fulfill its coordination obligations, Contractor shall hold coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners. Contractor shall plan, coordinate, and schedule any such meetings with utility companies and City forces installing utilities. At least five days in advance of any such meeting, Contractor shall notify the Engineer and invite the Engineer to attend the meeting. Contractor shall be responsible for presiding over these meetings, as well as preparing and distributing meeting minutes within three working days following any such meeting.

(G) ***Construction Records.*** Contractor shall maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers by trade at the Project site, including the hours worked by each worker with title; the equipment used to perform the Work; identification of Subcontractors performing Work; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor must submit the daily job reports to the City either at the close of the same day to which the daily job report pertains or the following morning. Contractor shall take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor shall maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor shall permit inspection of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Project site.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment, as well as any Work that is impacted by deficient of defective Work. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting Work contemplated by this paragraph within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from payment otherwise due to Contractor. If City elects to correct the Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost

to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct Work under these circumstances. Alternatively, City may elect to retain the Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph also applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(1) Contractor shall also be responsible for the costs to correct other work that is being performed on or adjacent to the Project site that is impacted by the defective Work of Contractor and the City may deduct those costs from payment otherwise due Contractor.

(2) Contractor is responsible for all claims, costs, losses, damages, expenses, and liabilities incurred or sustained by City or Contractor related to City's investigation, assessment, and/or remedy of defective Work.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project, as set forth in Section 11.1(C), or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(L) ***Quality Control***. Contractor is responsible for implementing quality control activities to ensure that all materials, products, equipment, services, and workmanship meet the quality requirements of the Specifications and Plans, and that the Work complies with the Contract Documents. The quality control activities must include, at a minimum, identification of quality standards and references, procedures to ensure activities and the Work comply with the quality standards, and testing and inspection to verify quality of

materials and workmanship. When no quality basis is prescribed in the Contract Documents, the quality and testing procedures shall be in accordance with the best acceptable practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies, whichever is more stringent. Contractor must employ and assign knowledgeable and skilled personnel to perform quality control functions to ensure that the Work complies with the requirements of the Contract Documents.

2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor shall provide that the rights that each Subcontractor may have against any manufacturer, distributor, or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor shall immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from

or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals.

Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, reports, Shop Drawings, samples, test specimens, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the General Requirements and Specifications. At the pre-construction conference, Contractor must submit a submittal schedule to the Engineer that lists each submittal required by the Contract Documents and the scheduled date of submission, consistent with any specified deadlines for submission set forth in the Contract Documents, and that accounts for City review and processing, as required by Document 01 33 00 of the General Requirements.

(A) ***General.*** Contractor is responsible for ensuring that all submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

(H) ***Availability of Samples***. Contractor must make available to City all approved samples on a continuous basis and at a convenient location.

2.6 Shop Drawings.

When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Access to Work.

Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 Personnel.

Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require

everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer, using an RFI form acceptable to the City, and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue, specify the affected Work activity per the progress schedule, specify the time criticality of the RFI, and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor shall be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Contractor must submit time critical RFIs at least 30 days in advance of the scheduled start date of the affected Work. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** In the event of a conflict between figures and scaled dimensions, figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws. If Contractor believes that a requirement in the Contract Documents conflicts with Laws, then Contractor shall submit an RFI to City, in accordance with Section 3.1(B), above. Unless otherwise specified by City, in the event of a conflict or inconsistency among (1) the Contract Documents and Laws or (2) among different Laws, Contractor must comply with the most stringent requirement. If the Plans or Specifications require or describe products or execution of better quality, higher standard, or greater size than required by Laws, the Plans and Specifications will take precedence, provided the requirements therein comply with Laws. If there are no specific requirements for compliance with Laws in the Plans or Specifications, Contractor must nonetheless comply with the requirements of Laws.

(G) ***Manufacturer's Recommendations; Standards and Code Compliance.*** Unless more stringent requirements are set forth in the Plans or Specifications, Contractor must comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing the Work. Contractor must secure City's advanced written consent for any proposed deviations from reference standards and building code research report requirements and manufacturer's instructions and recommendations. Contractor must document and explain all such deviations to City and provide an acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project, if applicable.

3.2 Order of Precedence.

Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment for Caltrans Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) General Requirements;
(I) Payment and Performance Bonds;
(J) Specifications;
(K) Plans;
(L) Notice of Award;
(M) Notice Inviting Bids;
(N) Attachment for Caltrans Bidding Requirements (only if used);
(O) Instructions to Bidders;
(P) Contractor's Bid Proposal and attachments;
(Q) the City's Standard Details, as applicable; and
(R) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Standard Plans.

3.3 Caltrans Standard Specifications.

Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications:

(A) ***Limitations.*** The "General Provisions" of the Caltrans Standard Specifications, i.e., Division I (sections 1 through 9), do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Contract Documents.

(3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only.

Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only. Geotechnical data, reports, and analyses of any kind are "For Reference Only" documents, whether or not they are attached to the Contract Documents.

3.5 Current Versions.

Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies.

If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets, if requested, and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership.

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds.

Within 10 days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the

Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) ***Supplemental Bonds for Increase in Contract Price.*** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within 10 days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Responsibility and Indemnity.

(A) ***Limitation on Liability.*** City and each of its officers, employees, consultants and agents including, but not limited to, the City Council and Engineer, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

(B) ***Indemnification.*** To the fullest extent permitted by law (including, without limitation, California Civil Code § 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants, and agents, including, but not limited to, the City Council and Engineer, from claims, suits, actions, losses and liability of every kind, nature and description, including, but not limited to, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder, except as set forth in subsection (E), below. This indemnity requirement applies to any liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract.

(C) ***Third-Party Claims.*** City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants, and agents, including, but not limited to City, the City Council, and Engineer.

(D) ***Continuing Obligations.*** To the fullest extent permitted by law (including, without limitation, Civil Code § 2782), the indemnities, releases of liability, and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence, fault or strict liability of the party or parties indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or

indemnity obligations, City may in its discretion back charge Contractor for City's costs and damages resulting therefrom and deduct such sums from payments due to Contractor.

(E) ***Exceptions.*** The indemnities in this Section 4.2 shall not apply to City or other indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

4.3 Insurance.

No later than 10 days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by the Contract Documents in the form of certificates and endorsements acceptable to City. (See Section 1 of the Special Conditions.) The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VI" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

Article 5 Contract Time

5.1 Time is of the Essence.

Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) ***Advanced Contract Time.*** Contractor may request an earlier (advanced) time for completion, which City may decide to accept or reject, in its sole discretion. Contractor is not entitled to any extra compensation in the event that it fails to complete the Project within the advanced Contract Time, but within the original time specified for completion.

(C) ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(D) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress, and it may exclude Contractor from the Project site, or portions of the Project

site, or from certain elements of the Work, if necessary. Contractor shall remain responsible for any resulting delay, including any liquidated damages, and indemnification of City from claims of others. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements.

Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic form (PDF and native files) as requested by the Engineer. Each schedule must be divided into Work activities of durations of approximately 21 days or less, except for non-field construction activities or as otherwise deemed acceptable to City, and must show the critical path in red. In addition to the general scheduling requirements set forth herein, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) ***Initial Schedule.*** If the Contract Time for the Project is greater than 235 Working Days, at the pre-construction conference, Contractor must submit to City for review and acceptance an initial schedule that addresses the first 30 days following the start date set forth in the Notice to Proceed. The initial schedule must include a detailed plan for the Work to be completed in the first 30 days; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment; and a summary of the Work beyond the first 30 days.

(B) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, predecessor and successor activities, and the duration of the activity.

(C) ***City's Review of Schedules.*** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(D) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery

dates for the Project. In addition, Contractor must submit a three-week look-ahead schedule at each weekly progress meeting.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(E) ***Recovery Schedule.*** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date. The recovery schedule must include a written narrative for each action necessary to complete the Work within the Contract Time. If sequence changes are necessary, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of the Work. If requested by City, Contractor shall also show the intended critical path; secure appropriate Subcontractor and supplier consent for the recovery schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added or deleted activities, and critical path changes; and identify all near critical paths and man hour loading assumptions for Subcontractors.

(F) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(G) ***Reservation of Rights.*** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, between the hours of 7:00 AM and 5:00 PM, except as provided in the Special Conditions or as authorized in writing by City in response to a written request from Contractor. Contractor must make such written request at least two Working Days in advance of the proposed Work to be performed on days or during hours not expressly authorized in the Contract Documents. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must notify the Engineer within 24 hours in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 50% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-accepted schedule. Contractor shall be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day.

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor shall not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(2) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(3) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(4) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(5) performance or non-performance by Contractor's Subcontractors or suppliers;

(6) the time required to respond to excessive RFIs (see Section 2.5(G));

(7) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(8) time required for repair of, re-testing, or re-inspection of defective Work;

(9) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(10) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(11) City's right to sequence the Work in a manner to avoid disruption to City's tenants and their contractors or other City contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination obligations under the Contract Documents.

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days is not Compensable Delay and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City. The time impact analysis must include (a) schedule diagrams comparing the current activities and sequences to the revised activities and sequences and (b) analysis that clearly demonstrates impact(s) to the critical path activities. The time impact analysis must utilize the most current schedule update information that accurately reflects progress on the Project at the time of the schedule impact. The schedule logic for future activities must accurately reflect the approved plan for completing the remaining Work.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages.

It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, lost revenues, interest expenses, cost of substitute facilities, claims and fines of regulatory agencies, or other liability caused by Contractor.

Article 6 Contract Modification

6.1 Contract Modification.

Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order (Attachment A), including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Prior to directing any such changes, City may request information from Contractor regarding the impact of any such City-directed changes on the Contract Price or Contract Time. Contractor will respond to any such request within 10 days following City's issuance of the request. Contractor's response, including anticipated impacts, must be consistent with requirements of the Contract Documents, including Sections 6.3 and 6.4, below. Contractor must promptly comply with City-directed changes in the Work, when directed by City, in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to

adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct, in writing, Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its

own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests.

Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 6.3 Adjustments to Contract Price

The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent

applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation will include allowed markup for overhead, profit, and other indirect costs as follows:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, plus 15% markup (except markup will not be applied to the sales tax component of direct material costs);

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All actual direct labor, material, and equipment costs incurred for Work performed by Subcontractors, plus Contractor's markup on those actual direct costs, which markup shall not exceed 10% of the aggregate amount of those actual direct costs and shall not be applied to any Subcontractor markup. A Subcontractor retained directly by Contractor may apply a markup to its actual direct labor, material, and equipment costs for Work it self-performs, provided that such markup shall not exceed 10% of the aggregate amount of those actual direct costs. No lower-tier Subcontractor shall be entitled to markup, no Subcontractor may apply markup to lower-tier Subcontractor costs, and no markup may be applied more than once to the same cost; and

(5) Increased bond and insurance premium costs are deemed included in the above markups.

6.4 Limitations on Allowable Costs

Allowable costs in connection with City-authorized time and materials Work or as otherwise authorized by the Contract Documents are subject to the following:

(A) ***Labor***. Costs are allowed for labor, including forepersons when authorized by City, used in the actual and direct performance of the Work directed by Change Order, excluding superintendence, project management, and administrative costs. Allowable labor costs include (1) the actual and direct payroll costs to Contractor, consisting of actual wages and any employer payments to, or on behalf of, workers (other than actual wages) for health and welfare, pension, vacation, training, or other State- or federal-recognized fringe benefit payments, and (2) the labor surcharge percentage, in effect during performance of the Work, as set forth in the publication titled *California Department of Transportation Labor Surcharge and Equipment Rental Rates*, which is intended to cover worker's compensation insurance, social security, Medicare, federal unemployment insurance, State unemployment insurance, and State training taxes.

(B) ***Materials*.** Costs are allowed for the actual cost to Contractor for materials directly required for performance of the Work directed by Change Order. The cost of materials may include the costs of transportation, sales tax, and delivery, if necessarily incurred. If a cash or trade discount by the supplier of the materials is available to Contractor, it will be credited to City, regardless of whether the discount is actually taken. If the materials

are obtained from a supply or source owned wholly or in part by Contractor, payment therefor will not exceed the current wholesale price for such materials. Costs for consumed materials may be charged on a reasonably estimated basis but may not be a percentage of labor. If, in the opinion of City, the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the supplier thereof, then the cost of the materials will be deemed to be the lowest wholesale price at which similar materials are available in the quantities required and at the time needed. City reserves the right to furnish materials, and Contractor will have no claim for costs or profits on City-furnished material. If materials are salvaged upon completion, the salvage value will be deducted from the cost of materials.

(C) ***Equipment.*** Costs are allowed for the actual cost to Contractor for the use of equipment directly required in the performance of the Work directed by Change Order. For Contractor- or Subcontractor-owned equipment, costs will be allowed based on rental rates listed for equipment in the California Department of Transportation's Labor Surcharge and Equipment Rental Rates publication in effect at the time the Work is performed, unless there is no applicable rate for an item of equipment, in which case cost will be based on the rental rate listed in the most recent edition of the Association of Equipment Distributors ("AED") book. For rented equipment, costs will be allowed based on actual rental invoices. The equipment used for Work in a Change Order must be of proper size and type. If equipment of an unwarranted size or type is used, the allowable costs for use of such equipment will be calculated at the rental rate for equipment of a proper size and type, as determined by City. The rental rates to be paid to Contractor shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to Contractor incidental to the use of such equipment. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment having a replacement value of $500 or less will be considered to be small tools or small equipment, and no payment therefor will be made unless it has been rented specifically for the Work directed by Change Order. No payment will be made for time while equipment is inoperative due to breakdowns or for non-Work days.

(1) For equipment at the Project site, rental time to be paid for equipment shall be time equipment is in operation on Work being performed or on standby as approved by City. The following shall be used in computing rental time of equipment: (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation; (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ day of operation.

(2) For equipment that must be brought to the Project site to be used exclusively on Work directed by Change Order, the rental time may include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source, as follows: (a) Costs of loading and unloading equipment are allowable; (2) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers; (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission; and (d) City will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than on Work directed by Change Order.

(3) Rental period may begin at time equipment is unloaded at Project site and terminate at end of the performance of the Work directed by Change Order or day on which City directs Contractor to discontinue use of equipment, whichever

occurs first. Rental time to be paid per working day shall be four hours for zero hours of operation, six hours for four hours of operation, and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less the number of hours equipment is inoperative due to breakdowns.

(D) ***Specialists.*** If Work in a Change Order requires the services of a specialist, as determined by City, costs will be allowed for the services of the specialist based on the actual itemized invoice to Contractor for the specialist's services required in the performance of the Work, after deduction of any cash or trade discount available to Contractor, regardless of whether such discount is actually taken. If it is impracticable and not in accordance with established practice of the specialist's industry to provide a complete itemization of its services, then costs will be allowed based on the current market price rate for such services. If the Work in a Change Order requires a fabrication or machining process in a fabrication or machine shop facility off-site, the cost of such off-site Work may be included in allowable costs, if City is notified in writing in advance and approves such costs.

(E) ***Markup.*** The following non-exclusive list identifies items that are deemed included in markup for overhead, profit, and other indirect costs, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

(1) Drawings and submissions of drawings, including field drawings, Shop Drawings, and sketches;
(2) Employee vehicle and gas expenses;
(3) Estimating;
(4) Final cleanup;
(5) General administration and preparation of cost proposals, schedule analyses, Change Order requests, and other supporting documentation as necessary;
(6) General superintendence;
(7) Handling and disposal fees;
(8) Home office expenses;
(9) Parking expenses of any field labor, foreman, office personnel, and superintendents;
(10) Procurement and use of vehicles and fuel used in Work;
(11) Routine field inspection of Work;
(12) Salaries of project management personnel, superintendent, timekeeper, storekeeper, administrative assistants, and secretaries;
(13) Small tools and equipment valued at less than $500;
(14) Insurance and bond premiums and costs;
(15) Temporary on-site facilities, including, but not limited to, electrical (power, lighting), fencing, offices, platforms, plumbing, telephones, internet, and water;
(16) Travel expenses; and
(17) Other incidental Work.

6.5 Unilateral Change Order

If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.6 Non-Compliance Deemed Waiver

Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work. Contractor must comply with all permit requirements and conduct all necessary permit coordination activities. Contractor will be responsible, at its sole cost, for any fines, costs, damages, or other liabilities incurred by City resulting from violations or threatened violations of permit requirements or other legal or regulatory requirements, or from City's loss of use of any permit, due to Contractor's activities.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities

Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) Project within Public Right-of-Way. Contractor shall provide any and all temporary facilities, including, but not limited to, sanitary facilities, barricades, walkways, ramps, project signs, changeable message boards, and any other temporary structure or facility necessary to provide access to the public and to safely perform the Work.

(B) Utilities. Contractor must install and maintain, at Contractor's sole expense, the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor is responsible for the cost of utility services necessary to perform the Work.

(C) Removal and Repair. Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management

Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must perform the Work in a manner that does not interrupt or otherwise adversely impact any City operations, including the City's franchise hauler for solid waste. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with

affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office*****.** Contractor shall make arrangements with the nearby property owner(s) as needed to secure space for Contractor's staging and/or field office. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

(D) ***Circularizing Businesses and Residences.*** At least 48 hours in advance of any Work that may affect businesses or residents, Contractor must notify, by circular, all businesses and residents with street frontage or property that may be affected by the Work. The circular must include Contractor's name, address, and telephone number; the starting time and date of the Work; the nature and extent of the Work; and the approximate date upon which Contractor expects to complete the Work. The circular must be submitted to the Engineer for approval at least two full Working Days in advance of the proposed distribution date.

7.4 Signs

No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor shall provide and install safeguards, including, but not limited to, security fencing, barricades, lighting, and any other security measures necessary to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections. If instructed by the Engineer, Contractor must, at a minimum, install a temporary

chain-link fence with locking gate surrounding the Project site and maintain a lock on the access gate at all times.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location. Any such objects or material must be delivered by Contractor in good condition to City's Street Corporation Yard at 1700 Walsh Avenue, Santa Clara, CA 95050 or, for an SVP Project, 1705 Martin Avenue, Santa Clara, CA 95050.

(4) If directed by Engineer, Contractor must remedy all damage, injury, loss or interruptions as specified by the Engineer. However, acting in its sole discretion, City may elect to have the damage, injury, loss or interruptions remedied otherwise, and may deduct the cost from payment otherwise due to Contractor.

(5) Contractor will not permit any structure, pavement, or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure, pavement, or infrastructure.

(6) Contractor will not make any arrangements with any person to permit occupancy or use of any land, structure, or building at the Project site, for any purpose other than performance of the Work, unless specifically required or authorized by the Contract Documents.

(7) All fire hydrants and water control valves must be kept free from obstruction and available for use at all times.

(8) Contractor must shield all welding operations from public view with solid barrier(s).

(9) Contractor must provide protective measures to adequately protect workers and the public from hazards resulting from the Work and to exclude unauthorized persons from the Work.

(10) No attempt has been made by City to locate private utilities on private property such as irrigation systems or electrical conduits.

(B) ***Project Site Access and Securing Project Site.*** Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(1) *Project with a Defined Fence Perimeter*. If the Project has a defined fence perimeter, Contractor must at all times limit access to the Project site to necessary personnel only. All personnel associated with construction of the Project must enter the site through Contractor's access gate, at the location indicated on the Plans. Access for construction personnel will be limited to the hours set forth in Section 5.2(H) or as otherwise specified by City. All mail and deliveries must be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address.

(2) *Project within Public Right-of-Way.* If the Project is within the public right-of-way, after completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support and Protection.*** Contractor shall be responsible for determining where sloping, shoring, bracing, and/or underpinning is necessary and the adequacy of the design, installation, and maintenance of all sloping, shoring, bracing, and/or underpinning for all excavations, including any excavation less than five feet in depth. Contractor must provide, install, and maintain all such sloping, shoring, bracing, and underpinning. The sloping, shoring, bracing, and underpinning must be sufficient to provide support to City's property and adjacent properties and improvements thereon and protect the Work, adjacent property and improvements, workers, and the public from accidents, injuries, or damage. Contractor shall be solely responsible for any damage or injuries that may result from excavating or trenching. City's acceptance of any drawings showing the shoring or bracing design or schedule shall not relieve Contractor of its responsibilities under this Section. Contractor must also protect the Work with lights, guardrails, temporary covers, and barricades. Contractor must enclose excavations with proper barricades. Contractor must brace and secure all parts of the Work against storm and accident. Contractor must also provide additional forms of protection as may be necessary under the circumstances. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor shall provide a copy of the report to City.

7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the

manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

(D) ***Standards To Apply Where Specifications Are Not Furnished.*** The following general specifications will apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or will do Work for which no detailed specifications are provided. Materials or manufactured articles will be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles must conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work will conform to the usual standards or codes for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this Section 7.6 ten Working Days prior to furnishing such materials or performing such Work.

7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier. A separate request for substitution must be submitted for each item

or service proposed for substitution. Contractor must submit a digital copy of each request.

(C) ***Substantiation.*** Contractor must substantiate each written request for substitution with the following: (1) product identification, (2) manufacturer's literature, (3) test results or samples, if applicable, (4) name and address of similar projects on which the item has been used and the date of installation, (5) the name, address, and telephone number of manufacturer's representative or sales engineer, (6) a detailed description of the proposed construction method and drawings illustrating the construction method, (7) an itemized comparison of the proposed substitution with the product specified that lists all variations, including, but not limited to, dimensions, weights, service requirements, and functional differences, (8) available maintenance, repair, and replacement service for the proposed item, (9) any required approvals or other information for the proposed substitute that are necessary for compliance with regulatory agency requirements, (10) any schedule impacts associated with use of the proposed substitute, and (11) any other available data substantiating the proposed substitute as an equal item or service. Contractor must also state whether the substitute will require any changes to the Contract Documents, or any other separate contract the Contractor may have with the City, and whether use of the proposed substitute requires the payment of any license fee or royalty. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review. If a variation from the product specified is not identified in the submittal, the variation may be rejected by City even if the submittal was favorably reviewed.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. If an approved substitution requires any redesign, Contractor must reimburse City for any associated redesign costs. Such costs may be deducted from payments otherwise due Contractor. In the event Contractor makes an unauthorized substitution, Contractor shall be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least 10 days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection and must provide, at its sole cost, all information and assistance as required by City, including information and assistance from Subcontractors, fabricators, material suppliers and manufacturers, to perform the testing or inspection. Contractor must provide incidental labor and facilities to provide safe access to Work for testing and inspection, to obtain and handle samples at the Project site or at the source of the products to be tested, and to store and cure test samples. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. At least fifteen days in advance of a first test or inspection of each type, Contractor must submit a schedule of tests or inspections to City, indicating the types of tests or inspections and their scheduled dates. Contractor must deliver adequate samples of materials, proposed mix designs, and/or test specimens to a laboratory or location designated by City, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must also notify the Engineer at least three full Working Days before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least three Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by City staff or independent inspection and testing consultants retained by City, subject to the following exceptions:

(1) Contractor shall be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor shall be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor shall bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(6) Contractor is responsible for testing and inspection costs due to the following: changes in source or supplier of materials or products after original testing and inspection; changes in means, methods, techniques, sequences and procedures of construction that necessitate additional testing and inspection; and changes in mix designs after review and acceptance of submitted mix designs.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work by City does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work to ensure that it is safe, complies with the requirements of the Contract Documents, and that it is in proper condition to accommodate or interface with subsequent Work. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 50 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

(G) ***Governing Authorities and Other Public Agencies.*** If any governing authorities or other public agencies with jurisdiction over the Work, or a portion thereof, require any inspection, testing, or approval of the Work, or a portion thereof, Contractor must schedule, conduct, and pay for any such inspection or testing and obtain any required approvals. These governing authorities and agencies may include, but are not limited to, City's Building Department, Public Works Department, and Fire Department, the Office of Statewide Health Planning Department (OSHPD), and other similar agencies. Contractor must submit any such certificates of inspection or testing or approvals to the City.

(H) ***Inspections and Tests by Serving Utilities.*** Contractor must schedule, conduct, and pay for all tests and inspections required by serving utilities for the Work.

(I) ***Inspections and Tests by Manufacturer's Representatives.*** Contractor must, at its sole cost, schedule, coordinate, and ensure the performance of all tests and inspections specified to be conducted by materials or systems manufacturers, including those required by materials or systems manufacturers as a condition of warranty or certification Work.

7.9 Project Site Conditions and Maintenance

Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. If toilets of the chemically treated type are used, Contractor must furnish at least one toilet for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Project site. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must protect buildings and operating facilities from dust and must use suitable dust screens to protect existing and new machinery, motors, instrument panels, or similar equipment from dust. Contractor must include proper ventilation with dust screens. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor shall only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from payment otherwise due to Contractor. Contractor shall immediately remove any excess excavated material from the Project site and any dirt deposited on public streets. (See also Document 01 50 00 of the General Requirements.)

(C) ***Hazards Control***. Contractor must prevent the accumulation of wastes that may create hazardous conditions. Contractor must store volatile waste in covered metal containers and remove such waste from the premises daily. Contractor must provide adequate ventilation during the use of volatile or noxious substances.

(D) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(3) Contractor shall also, on a daily basis, remove any dust, debris, mud, fill, and spoils from private property, unless the private property owner has requested otherwise in writing.

(E) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system. All excess soil from performance of Work shall be disposed at a Class I, II, or III landfill at sites to be chosen by Contractor in accordance with Laws. Contractor must review and comply with any such regulations and requirements of the agency having jurisdiction over any contemplated disposal site, as applicable. Contractor shall recycle all debris and waste materials with feasible re-use including concrete, asphalt concrete, pavement base materials, steel, and wood. A Project that includes 5,000 square feet or more of building construction, demolition or renovation shall comply with the City of Santa Clara Construction and Demolition Debris Recycling Program per Santa Clara Code Section 8.25.285.

(F) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must clean or replace the filters of any mechanical equipment operated during construction and clean the ducts, blowers, and coils of mechanical equipment operated without filters during construction. Contractor must also mechanically sweep paved areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, utility poles, guy wires, underground pipes, conduits, drains, street surfaces, structures, and landscaping (sod, groundcover, shrubs, trees, and the like). Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. All replacements must be made with new materials. Contractor must restore to original condition all property or items that are

not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(G) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals

Contractor must provide to City three hard copies and a digital copy of each instruction and manual required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-Built Drawings

Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities and Facilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Underground utilities are inherent in Work involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation,

or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor shall be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7. Contractor shall take immediate action to restore any service installation damaged by Contractor's operations. If City determines that Contractor has not responded to damaged service installations in a timely manner or has not diligently pursued restoration of damaged service installations, City may restore service installations and deduct the cost from payments otherwise due to Contractor.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor shall be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of such utility facilities.

(C) ***Service Laterals or Appurtenances.*** In accordance with Government Code § 4215, nothing herein will be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Project site.

(D) ***Locating Utilities.*** Contractor is responsible for all of the following activities to locate identified or reasonably identifiable utilities and the cost thereof is included in the Contract Price: (a) reviewing and checking all available information and data provided in any "For Reference Only" documents, the Plans, and Underground Services Alert (USA) information; (b) locating all identified or reasonably identifiable utilities, including utilities shown or indicated in the Contract Documents or any other available information and utilities indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; and (c) coordination of the Work with the owners of such utilities during construction. Contractor shall notify City of any conflict between information provided in any "For Reference Only" documents, the Plans, and USA information.

(E) Except as required by applicable law, Contractor shall bear the risk that utilities not owned or built by City may differ in nature or locations shown in information provided in the "For Reference Only" documents, the Plans, and USA information, or otherwise reasonably available to Contractor.

7.13 Notice of Excavation

(A) Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More

As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More

(A) As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance at least five days in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections

Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that Contractor can coordinate connections and services in accordance with the Project schedule.

7.17 Lines and Grades

Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all

construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control

Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control

(A) Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor. (See also Document 01 50 00 of the General Requirements.)

7.21 Mined Materials

Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act

of 1975 (Public Resources Code § 2710 et seq.) unless the Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

7.22 Compliance with Laws Pertaining to Disability Rights

The Work, and Contractor's performance of the Work, must comply with all Laws, including the Americans with Disabilities Act (ADA) and all Laws pertaining to disability rights. Contractor shall not discriminate against disabled persons in the performance of the Work or provision of benefits or activities under the Contract and further agrees that any violation of this prohibition by Contractor, its employees, agents, assigns, or Subcontractors will constitute a material breach of the Contract.

Article 8 Payment

8.1 Schedule of Values

Prior to submitting its first application for payment and allowing for City's review and comment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid. The schedule of values must include line items for Project scheduling and preparation and submission of Project Record Documents, as defined in the General Requirements. Where more than one Subcontractor performs the Work for a particular Work item or activity on the schedule of values, the schedule of values must show a separate line item for each subcontract. City will reject any attempt to increase the cost of early activities (i.e., "front loading") resulting in a complete reallocation of money until such "front loading" is corrected in the schedule of values. Repeated attempts at front loading may result in suspension or termination of the Work for default, or a withholding from progress payments, as set forth in Section 8.3, below, until the schedule of values is acceptable to City.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents. If there are no specified methods, measurement will be made in any manner deemed appropriate by City for the class of Work at issue (e.g., pre-assigned values, percentage completion, units completed, or incremental milestones). Any conflict between quantities shown in the Contract Documents and the actual quantities required to complete the Work will be resolved in favor of the actual quantities, as determined by City. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, unless and only to the extent that the City agrees to adjust the price for unit price work pursuant to subsection (A)(1), below. Contractor must immediately inform City of any disagreement with City's measurement of actual quantities and must immediately supply City with documentation to support measurements of actual quantities.

(1) *Adjustments for Increases or Decreases in Unit Price Work*. If the actual quantity for a bid item is increased or decreased by more than 25% of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, make price adjustments for the excess or decreased quantity. Any such price adjustment will be determined by the Engineer pursuant to Section 6.3. The Engineer will determine whether a given increase or decrease in quantity exceeds 25%, and the Engineer's determination is final. No adjustment in pricing will be made until

after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments

Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, or as agreed upon by City and Contractor, Contractor shall submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work (less any previous payments for the same); materials and equipment delivered to the Project site if the conditions in subsection (1) below are satisfied; and authorized and approved Change Orders, including the Change Order number(s), a description of the Work activities, and a Change Order status log. The application must also show the accumulated retainage to date. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values, the percentage of completion claimed for each activity, and any other substantiating data required by the Contract Documents.

(1) If Contractor requests payment on the basis of materials and equipment not incorporated into the Work, Contractor must satisfy the following conditions: the materials and/or equipment must be delivered and suitably stored at the Project site or at a local Worksite agreed to, in writing, by City; full title to the materials and/or equipment will vest in City at the time of delivery to the Project site or agreed upon Worksite; Contractor must obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site Worksite; materials and/or equipment must be segregated and labeled or tagged to identify the Project; and Contractor's application for payment must be accompanied by a bill of sale, invoice, or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. If these conditions are satisfied, the application for payment may include up to 75% of the cost of equipment not yet incorporated into the Work and up to 50% of the cost of materials not yet incorporated into the Work.

(B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application

City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City

may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work, any failure to protect the Project site, or any failure to protect equipment or materials from weather or damage, City may deduct an amount based on the estimated cost to repair or replace. (See, e.g., Sections 7.5, 7.6, 7.9, and 7.12.)

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to ten percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents or any other Project Record Documents, as defined in the General Requirements, in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts or other Project Record Documents.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) Subject to applicable law, for Contractor's and/or Subcontractor's failure to submit certified payroll records to the City, as required by Article 9 of the General Conditions, City may withhold payment under the Contract.

(J) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(K) For fines, charges, or penalties assessed against the City due to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(L) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(M) Subject to applicable law, City may, at its option, withhold such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against

Contractor for injury to persons, property or operations are resolved and City receives satisfactory evidence thereof.

8.4 Early Occupancy

Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention

City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Contractor must use the City's escrow agreement form (Attachment B), unless otherwise specified by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers

Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment

Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims

City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release. Final Payment will be contingent upon Contractor furnishing Attachment C, Agreement and Release of Any and All Claims.

8.9 Warranty of Title

Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 Labor Provisions

9.1 Discrimination Prohibited

Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) ***Eight Hour Day*.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty*.** Pursuant to Labor Code § 1813, Contractor shall forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) ***Apprentices*.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices*.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages

Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records

Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR, if applicable.

(A) ***Contractor and Subcontractor Obligations*.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Submittal of Records.***

(1) As a condition to receiving progress payments, Final Payment, and payment of retention, Contractor must furnish to City, with its application for payment, all applicable and necessary certified payroll records (for itself and all applicable Subcontractors) for the time period covering the application for payment. City may withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed, and found to be in full compliance with applicable Laws. If the certified payroll records do not comply with the requirements of Labor Code § 1720 et seq., City may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

(2) Contractor must submit certified payroll through LCPTracker or similar system as directed by the City. Contractor will be provided log-in credentials to access the City's LCPTracker system. The term "certified payroll" includes all required documentation to comply with the mandates set forth in Labor Code §1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2, if applicable), and apprenticeship forms such as DAS-140 and DAS-142. In addition to submitting the certified payrolls and related documentation to City, Contractor and Subcontractors must submit certified payroll and related documents electronically to the Labor Commissioner, in accordance with Labor Code § 1771.4. Failure to submit payrolls to the DIR may also result in the withholding of progress payments, Final Payment, and/or retention payment.

(C) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement and/or Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(D) ***Enforcement.*** Contractor or Subcontractor has 10 days in which to comply with the requirements of Labor Code § 1776 following receipt of a written notice requesting certified copies of payroll records pursuant to Labor Code § 1776. If Contractor or Subcontractor fails to comply within the 10-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance

Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 Safety Provisions

10.1 Safety Precautions and Programs

Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor shall provide a copy of the report to City.

(B) ***Safety Program.*** If requested by City, Contractor must submit a Project-specific safety program to City. Contractor's safety program must include: (1) an injury and illness prevention program and (2) a site-specific health and safety plan that describes the health and safety procedures that Contractor shall implement during the Work to ensure the safety of the public and workers. Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Safety Representative***. Contractor shall designate a qualified and experienced safety representative at the Project site whose duties and responsibilities will include: (1) the prevention of accidents; (2) maintenance and supervision of safety precautions and programs; (3) compliance with applicable health and safety Laws, including Occupational Safety and Health Act ("OSHA") requirements; and (4) implementation and enforcement of Contractor's traffic control and detour plan, security plan, program for temporary structures, construction site management plan, demolition program, and environmental safety and health plan. Contractor's safety representative will also be responsible for submitting any changes to these plans to City for review.

(D) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(E) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

(F) ***Protective Gear.*** Contractor must supply a sufficient number of hard hats to properly equip all personnel and visitors and must ensure that all personnel and visitors at the Project site wear hard hats at all times. Contractor must also supply personal protective equipment ("PPE") to all of Contractor's personnel and ensure that, if an exposure exists, all affected personnel use the PPE.

10.2 Hazardous Materials

Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. Contractor's notice to City must indicate whether the material believed to be Hazardous Materials

was shown or indicated on the Contract Documents to be within the scope of Work and whether the material was brought to the Project site by Contractor, its Subcontractors, a supplier, or any other individual. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety

Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition

Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Contractor must notify City, in writing, of the existence of any hazardous conditions, property or equipment at the Project site. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies

In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The City may also specify a date for a follow up inspection of the punch list items. If additional

inspections are required after the follow up inspection, Contractor shall reimburse the City for its costs associated with subsequent inspections. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item. When required by City, Contractor must also schedule and coordinate a final inspection with City Building Inspectors.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including return of all personnel identification media, vehicle permits, and keys issued to Contractor for the Project; submission to City of any written requests from private property owners pursuant to Section 7.9(D)(4); any startup or commissioning required under the Contract Documents; and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11 and other Project Record Documents, as defined in the General Requirements, all to City's satisfaction. See also Section 8.8, Release of Claims.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. See also Section 8.8, Release of Claims.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete any of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers. Contractor must submit draft warranty forms to City for approval prior to execution. The warranty forms must be consistent with the requirements in the Contract Documents and will not detract from or confuse those requirements. City reserves the right to reject unsolicited and coincidental product warranties that detract from or confuse the requirements of the Contract Documents. The City may require that the warranties are countersigned by Subcontractors, manufacturers, and installers, as applicable. Contractor must assemble the warranty and guarantee documents in an 8½ inch by 11 inch three-ring binder with a durable plastic cover; separate and organize the documents in the same order as the Specifications; and include a table of contents. The binder must also include contact information, including names and phone numbers, for those individuals that the City may contact during the Warranty Period. Contractor must also provide City with a digital copy of all warranty and guarantee documents.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction or to the expiration of any extended warranty period (if applicable), whichever is later.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within 10 days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion

City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion

For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 Dispute Resolution

12.1 Claims

This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) ***Scope of Article.*** This Article provides the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) ***Informal Resolution.*** Contractor shall make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

(E) ***Contractor Costs***. Contractor is responsible for its costs to prepare and submit a Claim.

12.2 Claims Submission

The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate

the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract or other costs, consistent with the limitations on allowable costs set forth in Section 6.4. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for <u>each</u> separate issue or Claim:

(a) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(b) Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

(c) A chronology of relevant events; and

(d) Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response

City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. For a Claim subject to Public Contract Code § 20104 et seq., if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Duty to Update Estimated Amounts.*** If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer

If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor shall mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims*.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims

This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration

It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Burden of Proof and Limitations

Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including

home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor, lower tier subcontractor, supplier, or any other person or organization, or to any surety for, or employee or agent of, any of them.

12.9 Legal Proceedings

In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes

The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 Suspension and Termination

13.1 Suspension for Cause

In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work.*** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within 10 days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply.*** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience

City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default

City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default.*** Events giving rise to a declaration of default include:

(1) Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time;

(2) Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage;

(3) Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project;

(4) evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time;

(5) suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration;

(6) dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity;

(7) unauthorized assignment of Contractor's rights or duties under the Contract;

(8) any material breach of the Contract requirements; or

(9) the occurrence of any of the following, when committed by Contractor's owner or co-owners (if Contractor is a sole proprietorship), a general partner (if Contractor is a partnership), a principal (if Contractor is a joint venture), a person who owns more than 10% of the outstanding stock of a corporation (if Contractor is a corporation), or any officer, director, shareholder, partner, employee, or agent of Contractor:

(a) a conviction of operating a business in violation of any Laws;

(b) a conviction of a crime punishable as a felony involving dishonesty;

(c) a conviction of an offense involving dishonesty or conviction of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract;

(d) a conviction of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of Contractor or a Subcontractor; or

(e) the making of any false statement(s) or representation(s) with respect to the Contract.

For purposes of this subsection (A)(9), a "conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five years. The term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

(B) ***Notice of Default and Opportunity to Cure.*** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within 10 days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable. The City may also require that the Contractor submit a realistic and achievable written plan describing how it will cure the breach, including evidence of necessary resources, Subcontractor commitments, and schedules and recovery schedules, as applicable, for review and acceptance by City. Contractor must then diligently cure the breach according to the written plan.

(C) ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, including submission of a written plan (if required by the City), or if City determines that the default is not curable, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation*****.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking

charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience

City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) ***Compensation to Contractor.*** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Costs.* Reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, plus 5% markup thereof.

(B) ***Disputes.*** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience

The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor shall transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, cost data, manufacturer warranties, manuals,

and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, including property in which City has or may acquire interest, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor shall submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 Digital Data Protocol

14.1 E-Builder

With the exception of a Claim submitted pursuant to Article 12, Contractor must use e-Builder for submission of all submittals and other data and documents to City. E-builder is a web-based construction management application hosted by e-Builder, Inc. E-builder will be the primary means of Project information submission and management unless otherwise approved by City in writing.

14.2 Access to E-Builder

Contractor must use the City-provided license(s) to access e-Builder. Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. City reserves the right to limit the licenses issued to Contractor at any time.

14.3 E-Builder Training

Contractor must obtain all necessary training to use the e-Builder software. Contractor must participate in a classroom training or a web-based seminar, as determined by City. A training session is approximately 1-2 hours.

14.4 Connectivity to E-Builder

E-builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. E-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, and current traffic on the Internet. City will not be liable for any delays associated with Contractor's use of e-Builder, including, but not limited to, slow response time, down time periods, connectivity problems, or loss of information. Contractor must ensure connectivity to the e-Builder system whether at a home office or the Project site. Under no circumstances will use of e-Builder be grounds for a time extension or cost adjustment to the Contract.

14.5 Acceptance of Information in E-Builder

Contractor is responsible for managing, tracking, and documenting the Work as provided in the Contract Documents. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

14.6 Format of Project Documents

City reserves the right to require submission of Project documents in hard copy format, or both electronic and hard copy format.

14.7 Project Communication

While regular email may still be used for communication when requested by City, e-Builder should be used as much as possible in connection with all document and information management required in the performance of the Project. Contractor shall be responsible for scanning or otherwise converting to electronic format all Project submittals, correspondence, drawings, sketches, and other documents, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

14.8 Types of Documents

Unless otherwise specified by City, documents and information to be submitted electronically by Contractor using e-Builder include, but are not limited to, correspondence; meeting minutes; submittals; Shop Drawings; RFIs; Change Order requests; payment applications; reports, including daily job reports, quality control reports, commissioning reports; quality control documentation; operation and maintenance manuals; close out documentation; testing results; and any other documentation or information required to be submitted to the City under the Contract Documents.

14.9 Archive Copies

Contractor shall keep an archive copy of all digital data created, submitted, or received by Contractor on E-Builder and data submitted or received via e-mail pertaining to the Project. (See also General Conditions, Section 2.2(J).)

14.10 Alternate Project Management Tools

If the City replaces e-Builder with a different project management tool, Contractor will be required to use the new project management tool selected by the City.

Article 15 Miscellaneous Provisions

15.1 Assignment of Unfair Business Practice Claims

Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

15.2 Provisions Deemed Inserted

Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

15.3 Waiver

City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

15.4 Titles, Headings, and Groupings

The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

15.5 Statutory and Regulatory References

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

15.6 Survival

The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Responsibility and Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

26-417 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Ordering the Vacation of a Public Utility Easement at 3250 Jay Street

BACKGROUND
In 1982, the City Council vacated a portion of Duane Avenue east of Jay Street, quitclaimed the City's rights to the property, and also reserved a 50-foot wide Public Utility Easement (PUE) over the area that was vacated. The PUE was reserved to maintain access to City sanitary sewer and water facilities and is located at 3250 Jay Street. In April 2025, the property owner, Four Corners Properties, inquired with the City about the potential to vacate the PUE in anticipation of potential future development on the site.

On June 23, 2026, the City Council approved a Vesting Tentative Map to merge four existing legal parcels into one legal parcel, with no construction or site improvements, at 3250 Jay Street.

DISCUSSION
As noted above, there are existing sanitary sewer and water facilities within the PUE. The sanitary sewer facility currently located within the PUE serves only this property and the property owner has requested that the sanitary sewer facility be privatized to remove the need for a City easement for the sanitary sewer. Staff support converting the public sanitary sewer in the PUE into a private sanitary system.

Staff reviewed the water facility in the PUE and determined that the water facility should remain a public water utility. To accommodate the request to vacate the PUE, on April 22, 2026, the City accepted a 15-foot-wide water utility easement dedication from the property owner to cover the existing water facility.

All departments and agencies with an interest in the PUE concur that the easement is eligible to be vacated. With the privatization of the sanitary sewer facility and the new water utility easement, staff have determined that the PUE is in excess and will no longer be necessary for public purposes and recommend that the PUE be vacated according to subsection C of California Streets and Highways Code Section 8333. The proposed resolution (Attachment 1) will vacate the PUE and authorize the City Manager to execute any documents (such as agreements) necessary to implement the vacation and transfer ownership of the existing sewer facility from the City to the underlying property owner.

ENVIRONMENTAL REVIEW
The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, Existing Facilities.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense. Additionally, upon vacation of the PUE, the existing public sanitary sewer facility will be converted to a private sanitary sewer facility which will result in long term operations and maintenance savings for the City.

COORDINATION

This report has been coordinated with the City Attorney's Office, Water and Sewer Utility Department, and Silicon Valley Power.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution Ordering the Vacation of the Public Utility Easement at 3250 Jay Street [APN 224-09-178 (2025-26)], and authorizing the City Manager to execute any documents necessary to implement the vacation and transfer ownership of the existing sewer facility from the City to the underlying property owner in final forms approved by the City Attorney; and
2. Authorize the recordation of the Resolution.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution

RECORD WITHOUT FEE PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ORDERING THE VACATION OF A PUBLIC UTILITY EASEMENT AT 3250 JAY STREET [APN 224-09-178 (2025-26)]

WHEREAS, the City of Santa Clara currently possesses the described Public Utility Easement in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Easement was dedicated by that certain document as mentioned in said Exhibits; and,

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

(a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That said Easement shown in said Exhibits has been superseded by relocation and there are no other public facilities located within the easement.

2. That said Easement described and shown in said Exhibits in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.

3. That the vacation hereby releases all easement rights and interest of the City referred in said Exhibits to the current property owner(s).

4. That the City Manager or designee is hereby authorized execute any documents necessary to implement the vacation of said Easement and transfer ownership of the existing sewer line to the current property owner(s) of the underlying real estate.

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibits A and B

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26-819 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Memorializing the Historical Calculation of Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2021 to 2025 Pursuant to CalPERS Request

BACKGROUND
Historically, the prior Memoranda of Understanding (hereafter, "MOU") between the City of Santa Clara (hereafter, "City") and the Santa Clara Police Officers Association (Unit 2) (hereafter, "Unit 2") have described the holiday pay for employees in classifications represented by Unit 2. Recently, the California Public Employees' Retirement System (hereafter, "CalPERS") requested historical clarification as to how holiday pay was calculated and paid, and that such clarification be memorialized in a resolution.

DISCUSSION
CalPERS has requested clarification as to how the holiday pay was determined in the MOU between the City and Unit 2 from 2021 to 2025.

The holiday pay language in the 2021-2025 Unit 2 MOU is as follows:

> "The number of hours per year for holiday pay is 104 hours (equivalent to 13 days based on eight (8) hours per day) for all represented employees.
>
> Effective the first full pay period after ratification by Association membership and approval by City Council of this MOU, employees shall receive approximately 7.5% as holiday-in-lieu compensation."

The language shall be updated to the following to clarify its intent:

Effective the first full pay period after ratification by Association membership and approval by City Council of this MOU (6/12/2022), employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays shall receive Holiday Pay as follows:

Employees shall be provided holiday-in-lieu compensation for the following 13 annual paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Spring Holiday
- Memorial Day

- Independence Day
- Labor Day
- Admission Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees shall receive holiday-in-lieu compensation equal to 7.5% of their paid base pay in each pay period.

The holiday pay language in the next Unit 2 MOU will also be updated to provide the clarification that CalPERS requested.

The Police Officers' Association (Unit 2) has been informed of the CalPERS request and the required resolution included in this report.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution Memorializing the Historical Calculation of Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2021 to 2025.

Reviewed by: Ashley Lancaster, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Resolution Memorializing the Historical Calculation of Holiday Pay for the Santa Clara Police Officers Association (Unit 2) from 2021 to 2025.

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO COMPLY WITH CalPERS' REQUEST THE CITY WORK WITH THE SANTA CLARA POLICE OFFICERS ASSOCIATION (UNIT 2) TO MEMORIALIZE THE PARTIES' INTERPRETATION OF MOU PROVISIONS CONCERNING HOLIDAY PAY

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested that the City adopt a resolution which memorializes its interpretation of terms of its Memorandum of Understanding (MOU) between the City and the Santa Clara Police Officers' Association (Unit 2) concerning holiday pay for employees represented by Unit 2 from 2021 to 2025.

WHEREAS, the holiday pay language in the 2021-2025 Unit 2 MOU stated, "The number of hours per year for holiday pay is 104 hours (equivalent to 13 days based on eight (8) hours per day) for all represented employees. Effective the first full pay period after ratification by Association membership and approval by City Council of this MOU, employees shall receive approximately 7.5% as holiday-in-lieu compensation."; and,

WHEREAS, the City's thirteen (13) observed holidays from 2021 through 2025 were: New Year's Day; Martin Luther King, Jr. Day; President's Day; Spring Holiday; Memorial Day; Independence Day; Labor Day; Admission Day; Columbus Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

WHEREAS, the City and Unit 2 have interpreted effective the first full pay period after ratification by Unit 2 membership and approval by City Council of this MOU on 6/12/2022, employees who are normally required to work on an approved holiday because they work in positions that required scheduled staffing without regard to holidays received holiday-in-lieu compensation equal to 7.5% of their paid base pay in each pay period for the following holidays from 2021 through 2025: New Year's Day; Martin Luther King, Jr. Day; President's Day; Spring Holiday; Memorial Day; Independence Day; Labor Day; Admission Day; Columbus Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The above Recitals are true and correct and shall be incorporated herein by reference.

2. To comply with CalPERS request, the City and Unit 2 agree to reflect the parties' interpretation in the MOU which when updated shall be effective retroactively from 2021 through 2025.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

26-842 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Adopt a Resolution Authorizing the Examination of Sales and Use Tax Records by Certain Designated Parties for Official Purposes

BACKGROUND
Pursuant to Ordinance No. 810, the City of Santa Clara has entered into a contract with the California Department of Tax and Fee Administration (CDTFA) (formerly the State Board of Equalization) to perform all functions incident to the administration and collection of sales and use taxes. As the City relies on the revenue reported and collected by the CDTFA, authorized representatives of the City examine confidential sales and use tax records pursuant to the requirements and conditions of Section 7056 of the California Revenue and Taxation Code.

One of the requirements of Section 7056 is the adoption of a resolution designating City positions and entities that are authorized to examine the City's sales and use tax records. The most recent resolution was approved by the City Council on August 19, 2014. This memorandum brings forward a new resolution (Attachment 1) with updated access to the City's records.

DISCUSSION
Beginning July 1, 2026, the City has changed its third-party contractor that will perform sales and use tax audits from MuniServices, LLC (dba Avenu MuniServices, LLC) to Hinderliter, De Llamas & Associates (dba HdL Companies). As a result, it is necessary to update the access information with the CDTFA. The attached resolution would grant access to HdL Companies and would also allow MuniServices, LLC to continue to access the City's sales and use tax data to close out its existing audits. For reference, Attachment 2 is the agreement with HdL Companies effective July 1, 2026, and Attachment 3 is the agreement with MuniServices, LLC that expired June 30, 2026.

The resolution also updates the City classification titles that have access to the sales and use tax records.

ENVIRONMENTAL REVIEW
The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT
There is no fiscal impact associated with the update to the access to sales and use tax records. The City will continue to use a third-party contractor to conduct sales and use tax audits.

COORDINATION
This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Adopt a resolution authorizing the examination of sales and use tax records by certain designated parties for official purposes.

Reviewed by: Linh Lam, Acting Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Resolution Authorizing the Examination of Sales and Use Tax Records
2. Agreement with Hinderliter, De Llamas & Associates (dba HdL Companies)
3. Agreement with MuniServices, LLC (dba Avenu MuniServices, LLC)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE EXAMINATION OF SALES AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance Number 810, the City of Santa Clara (City) entered into a contract with the California Department of Tax and Fee Administration (Department) (formerly the State Board of Equalization) to perform all functions incident to the administration and collection of sales and use taxes;

WHEREAS, the City Council of the City of Santa Clara deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales and use tax records of the Department pertaining to sales and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales and use tax records of the Department;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Manager, Assistant City Manager, Director of Finance, Assistant Director of Finance, Division Manager/Budget Manager, Senior Management Analyst, Management Analyst or other officer or employee of the City designated in writing by the City Manager or Director of Finance to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to

that contract, and for purposes related to the following governmental functions of the City:

a) functions related to the detection, documentation and correction of sales and use tax reporting errors or omissions;

b) functions related to budgeting and forecasting of revenue; and

c) functions related to economic development and business retention.

3. That Hinderliter, De Llamas & Associates (dba HdL Companies) is hereby designated to examine the sales and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter, De Llamas & Associates (dba HdL Companies):

a) has an existing contract with the City to examine those sales and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and

d) is prohibited by that contract from retaining the information contained in, or derived from, those sales and use tax records, after that contract has expired.

4. That MuniServices, LLC (dba Avenu MuniServices, LLC) is hereby designated to examine the sales and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribution of sales and use taxes that was filed by MuniServices, LLC on behalf of the City pursuant to the contract between MuniServices, LLC and the City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the MuniServices, LLC (dba Avenu MuniServices, LLC):

a) has an existing contract with the City to examine those sales and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and

d) is prohibited by that contract from retaining the information contained in, or derived from, those sales and use tax records, after that contract has expired.

5. That this resolution supersedes all prior resolutions of the City Council of the City of Santa Clara adopted pursuant to subdivision (b) of the Revenue and Taxation Code section 7056.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Docusign Envelope ID: CD7F599C-94E4-839F-8224-D38DA725C3BE

EBIX Insurance No. S200005156

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HINDERLITER, DE LLAMAS & ASSOCIATES DBA HDL COMPANIES

PREAMBLE

This Agreement ("Agreement") dated 7/1/2026 | 5:10 PM PDT ("Effective Date") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Hinderliter, De Llamas & Associates dba HdL Companies, a California corporation ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

In consideration of the above Recitals and the mutual covenants contained therein, the Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant will consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions will govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement will begin on July 1, 2026 and terminate on June 30, 2031.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant will perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement will be fit for the purpose intended, will be free from defect and will conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant will perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City will pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million Six Hundred Thousand Dollars ($1,600,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess

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of the maximum compensation will be at Consultant's expense. Consultant will not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City will have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party will assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement will not be assigned or transferred without the prior written approval of City. Consultant will not hire subcontractors without express written permission from City.

Consultant will be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement will not be construed to be an agreement for the benefit of any third party or parties and no third party or parties will have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

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11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement will be held confidential by Consultant and will not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry will be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which will include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement will be the property of City but Consultant may retain and use copies thereof. City will not be limited in any way or at any time in its use of said material. However, Consultant will not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents will have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded will be disallowed by City. Consultant will bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant will submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost,

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and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and will expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify will not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, will specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

D. The Parties expressly agree that this Section 14 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant will provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement will not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement will be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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17. NOTICES

All notices to the Parties will, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at mmccahan@santaclaraca.gov

And to Consultant addressed as follows:

HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
and by e-mail at anickerson@hdlcompanies.com

The workday the e-mail was sent will control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday will be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant will comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.070), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

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certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant will not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant will not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement will be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party will be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, it will not affect the validity of the other provisions, which will remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Marguerite Malloy
F7597C38BBEF4B4...

GLEN R. GOOGINS
City Attorney

Dated: 7/1/2026 | 5:10 PM PDT

Signed by:
Aracely Azevedo
B68E71ED057D4F6...

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HINDERLITER, DE LLAMAS & ASSOCIATES DBD HDL CPANIES
a California corporation

Dated: 6/16/2026 | 3:22:47 PM PDT

By (Signature): Signed by:
Andrew Nickerson
2A839359481248Z...

Name: Andy Nickerson

Title: President/CEO

Principal Place of Business Address: 120 S. State College Blvd., Suite 200
Brea, CA 92821

Email Address: anickerson@hdlcompanies.com

Telephone: 714-879-5000

Fax:

"CONSULTANT"

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EXHIBIT A
SCOPE OF SERVICES

SALES, USE AND TRANSACATION TAX AUDIT RECOVERY SERVICES

1. BACKGROUND

Sales tax is one of the City's largest General Fund revenue sources, and one of its most volatile. The City's current sales tax rate is 9.125 percent, of which the City of Santa Clara receives one percentage point. The City's sales tax collections have fluctuated over the years due to local, regional and national economic cycles as well as changes in the makeup of businesses in Santa Clara. The business-to-business sector is the City's largest sales tax generator, representing between 40% - 50% of the City's sales receipts. Sales tax revenues are budgeted at $75.9 million in FY 2026/27.

2. SALES TAX AUDIT SERVICES

2.1 Conduct Audits. Consultant will examine all sales and use tax records of the California Department of Tax and Fee Administration (CDTFA) pertaining to sales and use tax collected by the CDTFA on behalf of the City. Consultant will perform ongoing sales tax audits to identify and correct "point of sale" and use tax distribution errors and thereby generate previously unrealized sales and use tax revenue for the City. The cost of these services is included in Consultant's Contingency Fees, as described in Exhibit B, unless otherwise specified.

Consultant's sales and use tax audit services will include the following distinct types of audits and services, at a minimum:

2.1.1. Nexus Field Audits. Consultant will conduct field inventories of the City's businesses and industrial areas to identify businesses located within the City that appear to be under-reporting revenues or are not on the CDTFA allocations roles. Consultant will utilize specially trained field auditors to complete physical canvassing and evaluation of sales/use tax generating businesses located in the City to detect misallocations as a result of errors including but not limited to: registration errors, including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location, and delays in reporting new outlets.

2.1.2. Tax Area Code (TAC)/Permit Audits. Consultant will review every active account on the CDTFA's allocation roles reporting $50 or more in local tax to ensure proper TAC assignment. A complete TAC review will be performed at least once every 3-6 months.

2.1.3. Deviation Assessment Audits. On a quarterly basis, Consultant will review Consultant's statewide allocation database to identify all accounts for which there has been a substantial change in allocation pattern. The

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review is applied to direct allocations and to county pools to allow for a broad view and understanding of misallocations within a given quarter.

2.1.4. Use Tax Errors and Opportunities. On a quarterly basis, Consultant will analyze the tax allocation pools of the State of California and all counties to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Consultant will provide additional specialized review to identify direct allocations opportunities of local use tax, including but not limited to opportunities available pursuant to CDFTA Regulations 1802(d), 1699.6, and 1521.

2.1.5. Accounts Payable Audits. Upon the request of the City, at no additional cost, Consultant will review the City's purchasing activity to identify specific individual transactions that may qualify for direct allocation of local use tax or transactions tax. Consultant will support the City with the preparation of appropriate forms, schedules, and supporting documentation to facilitate capture of these funds, and will provide assistance preparing and filing the City's tax returns.

2.1.6. Quarterly Distribution Report Audits. On a quarterly basis, upon receipt and processing of allocation data from CDTFA, Consultant will review all significant accounts on the City's allocation roll to identify and correct any reporting errors that may have caused a misallocation of local sales or use tax. Consultant will summarize its findings in a Quarterly Distribution Report (QDR) with the local allocation amount reflected by sales tax permit number.

2.1.7. Regulation 1699 Evaluations. Consultant will use its proprietary methods to find companies that should be taking out permits so that those revenues are allocated to the City.

2.2. Reporting Error Correction Services

2.2.1. Development of Correction Data. Consultant will utilize an audit team with specialized training to contact target businesses identified through the audit services to determine whether a point-of-sale/use reporting error exists. Interviews will be conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality. Consultant will provide information requested by the business that may assist the business in completing and filing corrected tax returns, but will not provide legal or tax preparation advice, nor file returns on behalf of the business. Consultant will maintain confidentiality of all taxpayer/business information in accordance with applicable state and local laws.

2.2.2. Documentation. Businesses contacted by telephone will be provided with a follow-up questionnaire or written confirmation of findings. Consultant will

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file this documentation with the petition to minimize CDTFA processing time.

2.2.3. City Review: On a quarterly basis, Consultant will provide the City and CDTFA with a report of all revenue recovery work in progress. The quarterly report will include an electronic Work Authorization which, once approved, will include active links to copies of all inquiries filed with the CDTFA on the City's behalf. This information will be archived and accessible to authorized users at any time through Consultant's client portal. Additionally, Consultant will keep City apprised of any additional oral or written communication with CDTFA on any matter directly impacting the City.

These reports will also contain quarterly invoices that list, at a minimum, the business name, audit period start date, permit number, cumulative local allocation amount received by the City and the amount due to Consultant. Consultant will also track all eligible quarters to be invoiced based on the actual tax return quarter (not payment distribution quarter, which can contain multiple quarters) and reconcile with the QDR from the CDTFA, which will be provided with Consultant's invoice. The City reserves the right to verify and approve all reconciliations prior to payment.

2.2.4. Preparation and Submittal of Corrections: Consultant will prepare petitions (CDTFA Form 549-S or 549-L) notifying CDTFA of the existence and nature of misallocations. Consultant will respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the City's original Dates of Knowledge (defined as the quarters during which Consultant notifies the CDTFA of the existence of a misallocation).

Consultant will coordinate corrective action with businesses and CDTFA and represent the City before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors. This includes representing the City at hearings before the CDTFA related to incorrect allocations of tax. All correspondence and hearing materials will be documented and submitted to the City for record retention.

2.2.5. Continuous Follow-Up: Consultant will actively monitor and follow-up on audit case inventory by maintaining an ageing report, updated monthly, and appropriate follow-up on cases that are taking an inordinate amount of time to correct.

2.3. Audit Schedule

The table below provides a summary of the frequency of the audit services described above. Any changes to these frequencies are subject to the City's review and written authorization.

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Audit Category	Frequency
Nexus Audit	Within thirty (30) days of contract execution.
Tax Area Code/Permit Audits	Minimum once every 3-6 months
Deviation Assessment Audits	Minimum once per quarter
Use Tax Errors and Opportunities	Minimum once per quarter
Accounts Payable Audits	As requested by the City
Quarterly Distribution Report Audits	Minimum once per quarter
Regulation 1699 Evaluations	Minimum once every 3 – 6 months

3. SALES TAX MANAGEMENT SERVICES

On an ongoing basis, unless otherwise specified below, Consultant will provide the following sales tax management services. The cost of these services is included in Consultant's Sales Tax Management Services Fees, as described in Exhibit B, unless otherwise specified.

3.1. Use Tax Maximization. Identify businesses that might present potential self-assessed use tax opportunities, meet with businesses to advise on sub-permits and reporting procedures, and provide materials and advice on purchasing companies and direct payment permits.

3.1.1. Upon the request of the City, at no additional cost, Consultant will assist with inserting provisions in conditional use permits and development agreements to guarantee that use tax maximization procedures are followed and will monitor projects and subcontractors to make certain that sales tax is properly allocated back to Santa Clara.

3.1.2. Consultant will identify additional opportunities for the City to recover or maximize local allocation on purchase transactions subject to use tax. Consultant will prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns. Consultant will also assist the City in analyzing City vendors for potential use tax opportunities and will identify purchases over $500,000 that qualify for use tax self-accrual.

3.2. Provide Sales and Use Tax Data. On a quarterly basis, a principal of Consultant will analyze City data, meet with appropriate City officials to review

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trends and make recommendations regarding the budget implications of the year's data. This will include current and historical sales tax data on sales tax remittances at the payor level and with the following data types: fiscal year and quarter of remittance (to understand trends in cash received); fiscal year and quarter of revenue earned (to understand trends in economic activity); high level economic sector (e.g. general retail, business-to-business) and more detailed subsector identifier (e.g. apparel stores) and/or four-digit NAICS code and CDTFA category if possible to facilitate comparisons; address, organized into geocode or other neighborhood designation; and name of owner or permit holder.

3.2.1. Consultant will perform data validation and scrubbing techniques on an ongoing basis to fix business addresses and re-categorize merchants as appropriate. Consultant will create and group businesses into additional categories and classifications, not provided by the CDTFA, to better track new and emerging economic trends.

3.2.2. Upon the request of the City, and provided as an additional service, a principal of Consultant will meet with committees of the City Council, advisory committees, and other groups to explain sales tax regulations, economic trends and legislative proposals that will impact the City's tax base.

3.2.3. Upon the request of the City, at no additional cost, Consultant will provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection.

3.2.4. Upon the request of the City, and provided as an additional service, , Consultant will conduct technical seminars for City personnel on California sales and use tax processes. Seminars will cover the fundamentals of direct payment permits, purchasing corporations and maximizing "use tax" from construction projects.

3.2.5. Data will be maintained and produced in a format allowing the City to export data into a Microsoft Access and/or Excel-compatible format allowing for integration of various databases, such as business license and property tax. Consultant will provide City staff with training on the use of any proprietary data management software system at no additional cost. Consultant will also provide comparable aggregate quarterly sales and use tax data by economic segment for the state as a whole and for as many California counties and Bay Area cities as possible.

3.2.6. Data will be updated quarterly as soon as possible following receipt from the CDTFA while maintaining an option to retrieve historical sales tax remittances data for all payors regardless of their current tax payment status. Consultant will either provide geographical data mapping capability

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in its proprietary system or provide City staff with address data in a format which would allow staff to export and map data.

3.3. Reporting Services

3.3.1. Consultant will provide quarterly sales tax reports by individual businesses, business type and geographic areas specified by the City. Reports will include major sales tax producers by both rank and category, analysis of sales tax activity by category, business or geographic areas specified by the City. Retailer information will be provided in grouped form or in business-by-business detail. Reports will be provided in conjunction with the quarterly meeting with the Consultant's Principal.

3.3.2. Consultant will provide quarterly analyses and reports on the City's sales and use tax trends in relationship to the State and surrounding market region.

3.3.3. Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments and are necessary for any revenue sharing agreements that the City might have in place. Reports on an adjusted basis shift payment aberrations into the quarter where the sales occurred to accurately show the City's true economic trends.

3.3.4. Consultant will provide City with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. This system will allow City staff to search, print, and export sales tax data, including archived quarterly sales tax reports, and search all sales tax producers by business name, address, CDTFA account number, and current and historical sales tax allocations. The reporting will also provide a further breakdown of data into business types for the City beyond the NAICS codes.

3.3.5. Consultant will provide a report with the history of new revenue discovered vs. fees charged to the City.

3.3.6. Consultant will provide City staff with training on the use of its web-based sales tax system and will provide ongoing system upgrades, at no additional cost.

3.3.7. Consultant will provide the City with specialized charts and data tables, presentation data and presenters for public meetings and events.

3.3.8. The Consultant will provide a non-confidential newsletter to support management's efforts to inform and engage the public.

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3.4. Sales and Use Tax Projections

3.4.1. Twice annually, Consultant will provide annual, 3-year and 5-year forecasts of the City's general Sales Tax and Prop 172 Sales Tax. Projection reports will be provided according to the following schedule:

3.4.1.1. An initial report will be provided in January of each year, based on 3rd Quarter data from the prior year.

3.4.1.2. A mid-year report will be provided in April of each year, based on 4th Quarter data from the prior year.

3.4.1.3. Consultant will factor out payment aberrations that skew the base revenue and factor in known changes such as new or closed businesses.

3.4.2. A 10-year forecast report is available upon the request of the City, subject to an additional cost.

3.5. Legislative Support Services

Upon the request of the City, Consultant will provide the following legislative support activities.

3.5.1. Consultant will serve as the City's resource and provide assistance, resolution, and follow-up services on sales and use tax related questions, legislative and regulation issues, and economic development.

3.5.2. Consultant will prepare legislative updates to keep City apprised of all proposed changes to regulatory language in CDTFA regulations or other proposals that may impact local revenues. Additionally, Consultant will provide Issue Updates that address specific issues such as Sales Tax Participation Agreements, legal decisions or regulatory changes.

3.5.3. Consultant will take action, subject to City review and approval, on measures that threaten and delay revenue cash flows to the City. This could include attending legislative hearings and explaining to the City the potential effect of proposed legislation on the City.

3.5.4. Consultant will advocate and provide problem-solving and resolution assistance to the City on issues as needed and as requested by the City. Consultant will work with City staff to develop language for review and approval by the City, prior to distribution, that would preserve, protect and enhance City revenues.

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4. COMPLIANCE WITH FEDERAL, STATE & LOCAL RULES & REGULATIONS

Pursuant to Section 7056 of the State of California Revenue and Taxation Code which specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA, Consultant will comply with the following conditions:

4.1 All data, records, and reports relating to the sales and use tax whether in existence at the execution date of the agreement hereof or compiled thereafter in the course of performing the services, will be treated by Consultant and its subcontractors as the exclusive property of the City of Santa Clara, and the furnishing of such records, or access to such items by, the City of Santa Clara and/or its subcontractors, and taxpayers will not grant any express or implied interest in or license to the Consultant and/or its subcontractors relating to such records other than as is necessary to perform and provide the services to the City of Santa Clara. Upon request by the City of Santa Clara any time and from time to time and without regard to the default status of the parties under the agreement, Consultant and/or its subcontractors will promptly deliver to the City of Santa Clara the records in electronic format and in such hard copy as exists on the date of the request by the City of Santa Clara.

4.2 Consultant will ensure that appropriate security protections are in place to store, process, or transmit City data that are sensitive or confidential in nature.

4.3 Consultant will disclose information contained in, or derived from those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

4.4 Consultant is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of the agreement.

4.5 Consultant is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records, after the contract has ended. Information obtained by examination of CDTFA records will be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution will designate the Consultant as a person authorized to examine sales and use tax records and certify that the terms of contract meet the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

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5. DELIVERABLES

The specific deliverables to be provided to the City pursuant to the provision of Services include, but are not limited to, the following:

5.1. Quarterly Reports based on CDFTA data

5.2. Quarterly sales tax meetings

5.3. Quarterly audit reports with quarterly sales tax recovery invoices

5.4. Access to Consultant's web-based sales tax application

5.5. Monthly HeadLines e-new Service

5.6. Quarterly Consensus Forecast and Webinar

5.7. Sales Tax White Papers and Legislative Updates

5.8. Copies of petition forms (CDTFA-549-S), spreadsheets, and supporting documenting on file with CDFTA.

5.9. Copies of appeals documentation filed with either the CDTFA Appeals Bureau or Office of Tax Appeals (OTA)

5.10. Annual Recovery Reports

5.11. Biannual Projection Reports

6. ADDITIONAL SERVICES

Upon request by the City, the Consultant may provide additional services related to those within this Agreement but not expressly described in this Scope of Services, including but not limited to preparation of a ten-year projection report, Transaction Tax audit and monitoring services, special meetings described in Section 3.2.2, and facilitation of technical seminars described in 3.2.4.

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EXHIBIT B
SCHEDULE OF FEES

1. SALES TAX AUDIT SERVICES

1.1. The City's compensation to Consultant for providing sales tax audit services is contingent on the amount of revenue recovered by Consultant, in accordance with the fee schedule below. This fee will constitute the full and complete compensation for such services and will include all direct and indirect costs incurred by Consultant, including but not limited to personnel, travel, subcontracting, and software.

Tier	Recovered Revenue[1]	Contingency Fee
1	$1 - $2.5 Million	13% of Recovered Revenue
2	over $2.5 Million	10% of Recovered Revenue

[1]Recovered Revenue will be the cumulative amount recovered during the full term of the Agreement (July 1, 2026 through June 30, 2031).

1.2 Consultant will limit the number of quarters to which a Contingency Fee can apply to no more than six (6) consecutive reporting quarters, commencing with the first quarter in which the County receives the recovered revenue and no more than nine (9) quarters total, including retroactive quarterly adjustments. One Hundred Percent (100%) of all new revenue generated by Consultant will flow to the City after completion of the six (6) quarters.

2. SALES TAX MANAGEMENT SERVICES

The City's compensation to Consultant for sales tax management services will be **One Thousand Dollars ($1,000)** per month, commencing July 1, 2027, and continuing throughout the term of the Agreement. In no event will the City be charged for such services prior to July 1, 2027.

Beginning July 1, 2028, and annually thereafter for the duration of the Agreement, the monthly fee will increase in accordance with the percentage change in the Consumer Price Index for the preceding twelve-month period, not to exceed 5%.

3. ADDITIONAL SERVICES

3.1. Ten-year projection. Upon the request of the City, Consultant will prepare a ten-year projection report for a fixed fee of $2,500 per report.

3.2 Additional services. Additional services requested by the City will be performed on a time-and-materials basis or for a negotiated fixed fee,

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authorized in writing by the City. In either case, compensation will be based on the hourly rates listed below.

Additional services that result in the maximum compensation of this Agreement to be exceeded will require a formal amendment to the Agreement. No additional services will be performed without prior written authorization from the City.

4. RATE ADJUSTMENTS

Adjustments to Consultant's hourly rates may be negotiated no more than once annually. Consultant will submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Rate increases will be made in accordance with the percentage change in the Consumer Price Index, not to exceed 5%. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Consultant to the satisfaction of the City.

Position	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195

5. INVOICE AND PAYMENT

Consultant will bill the City for Services as further described below. All invoices, regardless of the category of service provided, will be provided on an invoice and in a format approved by the City and subject to verification and approval by the City. City will pay Consultant within thirty (30) days of receipt of an approved invoice, unless otherwise stated below.

5.1. Sales Tax Audit Services

5.1.1. Audit fees will be billed only after completion of the audit, submittal of corrections to the CDTFA, and receipt of revenues to the City. Consultant will not bill for audit services until City has actually received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, Consultant will credit back any proportionate share of the fee that may have been levied.

5.1.2. Invoices will be submitted on a quarterly basis after the City has received the revenue from the audit correction. At a minimum, invoices will include the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses.

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5.1.3. If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and Consultant will agree in writing, prior to billing, the methodology for identifying the incremental revenue attributable to Consultant's work.

5.2. Sales Tax Management Services

Beginning July 1, 2027, Consultant will bill City on a monthly basis for Sales Tax Management Services providing during the preceding month.

5.3 Additional Services

For additional services provided on a time and materials basis, Consultant will bill City on a monthly basis for services provided during the preceding month. For additional services provided on a fixed fee basis, Consulting will bill the City according to payment milestones established during negotiations and authorized in writing by the City.

6. ADDITIONAL PAYMENT PROVISIONS

6.1. Pre-Payment. City will not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

6.2. Billing for Billing. The City will not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

6.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

6.4. Accurate Invoice. Invoices will be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Consultant for correction and resubmittal before payment can be processed. Consultant will not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

6.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice , City will process the invoice for payment.

6.6. Confidential. Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Consultant.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant will provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies will be primary insurance as to the City of Santa Clara so that any other coverage held by the City will not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but will in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage will be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits will be at least as broad as the underlying coverage and will otherwise follow form.

3. The following provisions will apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage will be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There will be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage will apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

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B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage will apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement will not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate will be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage will be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85,

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or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant will contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess will be considered excess insurance only and will not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums will be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy will contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums will be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice will be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who are brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance

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documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There will be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) will, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage will be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant will file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker will provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage will be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant will submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement will be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

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I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant will have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or will be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EBIX Insurance No. S200003050

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MUNISERVICES, LLC, DBA AVENU MUNISERVICES LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and MuniServices, LLC, doing business as Avenu MuniServices LLC, a Delaware limited liability company (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on June 30, 2026.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. CONFLICT OF INTEREST (FORM 700)

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement

and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

B. File the Form 700 with the City's Clerk Office.

7. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. Notwithstanding any other provisions of this Agreement, because the services performed by Consultant result in corrections of misallocations and other revenue after cessation of services performed by Consultant for the City, the City agrees that with regards to misallocations identified to the California Department of Tax and Fee Administration (CDTFA) whose Date of Knowledge (as defined in Exhibit B) occurred during Consultant performance of services for the City or for other revenue resulting from Consultant actions taken during the term of the Agreement, that the City's obligation to pay Consultant in accordance with the compensation language of the Agreement will survive expiration or termination of the Agreement for any reason. Additionally, notwithstanding any other provisions of the Agreement, if the Agreement is terminated or expires, Consultant will continue to pursue corrections of accounts identified during the term of the Agreement that have not been corrected by the CDTFA as

of the effective date of termination or expiration. The period after termination during which Consultant is pursuing correction of accounts identified before termination is referred to as the "completion period." The City will compensate Consultant in accordance with the compensation language contained in Exhibit B for corrected misallocations that result from Consultant efforts during the completion period. The City will also take all necessary steps to allow Consultant to continue to receive the required information from the CDTFA during this completion period.

9. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

A. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

B. Confidentiality Requirements Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of

confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales, Use and Transactions Tax records. The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement: (i) Consultant is authorized by this Agreement to examine sales, use or transactions a retailer, as defined in California Revenue & Taxation Code Section 6015, during the and use tax records of the Department of Tax and Fee Administration provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law; (ii) Consultant is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information; (iii) Consultant is prohibited from performing consulting services for a retailer during the term of this Agreement; (iv) Consultant is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges

made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at MMcCahan@SantaClaraCA.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

MuniServices, LLC
7625 N. Palm Avenue
Suite 108
Fresno, CA 93711
Attention: Contracts Department
and by e-mail at contracts@avenuinsights.com and
Thomas.adams@avenuinsights.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20),

Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

BRIAN DOYLE
City Attorney

Dated: 6/16/2021

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

MUNISERVICES, LLC DBA AVENU MUNISERVICES LLC
a Delaware limited liability company

Dated: 4/29/2021

By (Signature): Mike Melka

Name: Mike Melka

Title: Chief Financial Officer

Principal Place of Business Address: 5860 Trinity Parkway, Ste 120, Centreville VA 20120

Email Address: Mike.melka@avenuinsights.com

Telephone: (571) 441-2793

Fax: ( )

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.1. Sales tax is the City's General Fund's second largest revenue source, and one of its most volatile. The City's current sales tax rate is 9%, of which the City of Santa Clara receives 1%. For every $100 dollars spent in Santa Clara on taxable purchases, $9.00 is collected in sales tax of which the City of Santa Clara receives $1.00.

1.2. To the extent not inconsistent with this Agreement between the City and Consultant including this Scope of Services, the City's RFP 20-21-32 (including subsequent updates), Consultant's proposal response dated November 17, 2020 and Consultant's oral demonstration materials dated February 2, 2021 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. CONDUCT AUDITS

Consultant shall examine all sales and use tax records of the California Department of Tax and Fee Administration (CDTFA) pertaining to sales and use tax collected by the CDTFA on behalf of the City and perform ongoing sales tax audits in order to identify and correct "point of sale" and use tax distribution errors and thereby generate previously unrealized sales and use tax revenue for the City. Consultant's sales and use tax audit services shall, at minimum, include five distinct types of audits and services, as follows:

2.1. **Nexus Field Audits.** Consultant's initial and periodic taxable nexus field audits shall include a physical canvassing and evaluation of sales/use tax generating businesses located in the City to detect misallocations. Consultant's field audits shall focus on those businesses located in the City from which the City has not been receiving sales/use tax revenue.

2.2. **Tax Area Code (TAC)/Permit Audits.** Consultant's field audits shall facilitate the identification and correction of improperly registered permits and tax area code for companies including, but not limited to, wholesalers, contractors, processors, manufacturers and other non-retail businesses having potential point-of-sale / use tax operations in the City.

2.3. **Deficiency Assessment Audits.** Consultant shall detect and correct CDTFA deficiency assessment misallocations and shall maximize the benefits produced by Consultant's allocation audit service for City.

2.4. **Accounts Payable Audits.** Consultant's accounts payable audits shall include a review of the City's purchases to identify opportunities for the City to capture the current local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, Consultant shall prepare the documentation to facilitate the City's election of such taxes, including assistance in preparing and filing the City's tax returns.

2.5. **Quarterly Distribution Report Audits.** Beginning July 1, 2021 and every three months thereafter, Consultant shall provide the City with a Quarterly Distribution

Report (QDR) with the local allocation amount reflected by sales tax permit number. Consultant's QDR audits shall detect and correct taxpayer reporting errors and thereby generate new, previously unrealized sales/use tax revenue for the City.

3. CORRECT REPORTING ERRORS

Consultant shall contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. Consultant shall provide information requested by the taxpayers that may assist the taxpayer in completing and filing corrected tax returns.

4. PROVIDE DATA ON REPORTING ERRORS

Consultant shall provide the City and CDTFA with reports addressing each taxpayer reporting error. Consultant shall respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the City's original Dates of Knowledge (defined as the quarters during which Consultant notifies the CDTFA of the existence of a misallocation). Consultant shall also coordinate corrective action with taxpayers and CDTFA and represent the City before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the City of revenue to which it is entitled. This includes representing the City at hearings before the CDTFA related to incorrect allocations of tax.

5. TRACK AUDIT FINDING REVENUE ALLOCATION

Consultant shall provide quarterly invoices to the City which shall include the business name, audit period start date, permit number, cumulative local allocation amount received by City and the amount due to Consultant. Consultant shall also track all eligible quarters to be invoiced based on the actual tax return quarter (not payment distribution quarter, which can contain multiple quarters) and reconciled with the QDR from the CDTFA, which will be provided with Consultant's invoice.

6. PROVIDE SALES AND USE TAX TRAINING AND ASSISTANCE

6.1. Consultant shall provide City employees with training and assistance when requested by City on the fundamentals of sales and use tax and on programs to maximize these revenues through the encouragement of taxpayer options to take out direct payment permits, or self-accrue use tax to the City.

6.2. Consultant shall identify opportunities for the City to recover local allocation on purchase transactions subject to use tax. Consultant shall prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns. Consultant shall also assist the City in analyzing City vendors for potential use tax opportunities and shall identify purchases over $500,000 that qualify for use tax self-accrual.

7. PROVIDE SALES AND USE TAX DATA

7.1. Consultant shall provide current and historical sales tax data on sales tax remittances at the payor level and with the following data types: fiscal year and quarter of remittance (to understand trends in cash received); fiscal year and quarter

of revenue earned (to understand trends in economic activity); high level economic sector (e.g. general retail, business-to-business) and more detailed subsector identifier (e.g. apparel stores) and/or four-digit NAICS code and CDTFA category if possible to facilitate comparisons; address, organized into geocode or other neighborhood designation; and name of owner or permit holder. Consultant shall provide its proprietary Sales Tax Reporting software titled "Clearview". Data shall be available in a format allowing the City to export data into a Microsoft Access and/or Excel-compatible format allowing for integration of various databases, such as business license and property tax. Consultant shall provide City staff with training on the use of any proprietary system. Consultant shall also provide comparable aggregate quarterly sales and use tax data by economic segment for the state as a whole and for as many California counties and Bay Area cities as possible.

7.2. Data shall be updated quarterly as soon as possible following receipt from the CDTFA while maintaining an option to retrieve historical sales tax remittances data for all payers regardless of their current tax payment status. Consultant shall either provide geographical data mapping capability in its proprietary system or provide City staff with address data in a format which would allow staff to export and map data.

8. PROVIDE SALES AND USE TAX ANALYSES AND REPORTS

8.1. Beginning July 1, 2021 and every three months thereafter, Consultant shall provide quarterly analyses and reports on the City's sales and use tax trends in relationship to the State and surrounding market region as well as by individual businesses, business type and geographic areas specified by the City. Consultant shall provide sales and use tax revenue forecasting as well as forecasts or data that would assist City staff in projecting Proposition 172 public safety sales tax. These data could include, but are not limited to, projected local and statewide sales tax receipts and Santa Clara's Proposition 172 pro rata share of sales tax receipts.

8.2. Consultant shall provide the City with specialized charts and data tables, presentation data and presenters for public meetings and events, and provide the City with business specific revenue estimates, and economic development consulting. The Consultant shall provide a quarterly summary of economic news that is one quarter more current than the most current sales tax data availability for the City's use in making projections.

9. PROVIDE SALES AND USE TAX PROJECTIONS AND LEGISLATIVE SUPPORT

9.1. Consultant shall serve as the City's resource and provide assistance, resolution, and follow-up services on sales and use tax related questions including budget projections, legislative and regulation issues and economic development.

9.2. With regard to legislative and regulatory issues, Consultant shall, on behalf of the City:

9.2.1. Remain attentive in its action on any future proposed changes to regulatory language in CDTFA regulations related to the situs-based allocation of sales tax revenues and the formal practicing rules, which govern how Consultant pursues the collection of revenues.

9.2.2. Take action, subject to City review and approval, on measures that threaten and delay revenue cash flows to the City. This could include attending legislative hearings and explaining to the City the potential effect of proposed legislation on the City.

9.2.3. Advocate and provide problem-solving and resolution assistance to City on issues as needed and as requested by City. Consultant will work with City staff to develop language for review and approval by the City that would preserve, protect and enhance City revenues.

9.3. With regard to budget projections, Consultant shall provide the City with a forecast of the current year and the ten (10) upcoming fiscal years, including quarterly estimates. The forecast shall include the prior three fiscal years of actual sales tax receipts by quarter for reference. The forecast shall also include annual Prop. 172 Sales Tax estimates. The major forecast assumptions (e.g., assumed inflation, economic conditions, one-time adjustments) are to be identified.

10. ADDITIONAL CONSULTING SERVICES

In conjunction with Consultant's audit services, Consultant shall provide additional consulting services at any time during the term of the Agreement. Additional services shall be on time and materials basis or negotiated on a lump sum basis.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The total maximum compensation the City will pay the Consultant under this Agreement shall not exceed **One Million Five Hundred Thousand Dollars ($1,500,000)** during the term of the Agreement. Any additional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

All services or work under this Agreement shall be paid in accordance with the provisions of Sections 2 - 4.

2. CONTINGENCY FEE

Compensation for the Sales, Use and Transactions Tax auditing service is contingent on the amount of revenue recovered by Consultant, according to the following schedule:

Tier	Recovered Revenue[1]	Contingency Fee
1	$1 - $1,000,000	13% Contingency Fee for Recovered Revenue
2	$1,000,001 - $2,500,000	12% Contingency Fee for Recovered Revenue
3	over $2,500,000	10% Contingency Fee for Recovered Revenue

[1]Recovered Revenue shall be the cumulative amount during the full term of the Agreement (July 1, 2021 through June 30, 2026).

This contingency fee applies to revenue received for the three (3) quarters prior to the Date of Knowledge quarter, the Date of Knowledge quarter, and the five (5) quarters after the Date of Correction for a total of nine (9) quarters per misallocation petition filed under this contract on behalf of the City.

The Date of Knowledge is the quarter during which Consultant notifies the CDTFA of the existence of a misallocation. The Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the CDTFA distributes the local tax properly to City based on the taxpayer's reporting, together with any prior period reallocations. For QDR Misallocations detected and corrected, Consultant compensation will only include the quarters in which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between Consultant and the City, Consultant shall be entitled to full payment of all compensation as provided herein even if any one or more of City, its personnel, agents, or representatives, or any third party or parties provide(s) information to Consultant that assists or is used by Consultant in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

Should the City identify, document, and notify the CDTFA in writing of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the City agrees to notify Consultant of the City's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge If the City fails to so notify Consultant as provided above and Consultant later detects,

documents, and reports the misallocation or reporting error to the CDTFA, or if Consultant has established a Date of Knowledge with the CDTFA prior to notification to the Board by the City, then Consultant is entitled to full compensation for the affected account as provided herein.

Consultant shall not be reimbursed for any expenses incurred in the performance of this Agreement, unless previously approved in writing by the City.

3. CLEARVIEW REPORTING TOOL

Clearview is available for annual fixed fee of $2,000 paid $500 quarterly. The annual fee will be adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to the City's particular geographic area as reported by the Bureau of Labor Statistics. The initial Consumer Price Index used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed with the first adjustment to occur at the beginning of the calendar year following the first full calendar year of service.

A new edition of the Clearview software will be available along with the option to purchase additional services (such as GIS based tools). New Clearview services which involve an additional fee (such as GIS) will be available at a mutually agreed upon additional price.

4. ADDITIONAL SERVICES

The following hourly rates will only be utilized to the extent the City requests Consultant to perform services outside the defined scope of services. These hourly rates are subject to change at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to the City's particular geographic area as reported by the Bureau of Labor Statistics. The initial Consumer Price Index (CPI) used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed with the first adjustment to occur at the beginning of the calendar year following the first full calendar year of service. Any additional services shall require prior written approval by the City.

Position	Hourly Rate
Principal	$200
Project Manager	$175
Client Services Executive	$150
Senior Analyst	$125
Information Technology	$175
Analyst	$100
Administrative	$75

5. INVOICING

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:
EBIX Inc.
City of Santa Clara – Finance Department

P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representative.

26-857 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan

BACKGROUND
Sections 4 and 6 of the City's Personnel and Salary Resolution require City Council approval of new or revised classifications. The City is proposing to retitle and revise the class specification, and modify the salary range for Parks Construction, Maintenance, and Repair Manager (Job code 130). The classification will be retitled to Parks Operations and Maintenance Manager (Job Code 130). As part of this action the Parks Maintenance and Operations Supervisor (Job Code 131) classification will be deleted since it is obsolete. These modifications were reviewed by Unit 9 prior to bringing this request forward to Council.

In accordance with the terms of the Memorandum of Understanding (MOU) agreement with the Unclassified Miscellaneous Management (Unit 9), the City is bringing forward a request to adjust the salary range of Principal Planner (Job Code 143) based on the MOU compaction provision. Under this provision, supervisory-subordinate classifications must maintain a 5.0% salary differential. The proposed action will reflect the changes on the Unclassified Salary Plan effective August 16, 2026.

City Council approved various actions on the Unclassified Salary Plan at the July 14, 2026 Council meeting. Due to an administrative error, the salary range for the Battalion Chief - 24 Hours (Job Code 036S) and the Assistant Director (Job Code 133) were not merged into the Unclassified Salary Plan. The proposed action will incorporate the revisions on the Unclassified Salary Plan effective July 5, 2026.

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified and unclassified positions. In addition, the City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified, unclassified or as-needed positions, the City Council must approve and adopt the publicly available salary schedules to comply with the CalPERS requirements stated in California Code of Regulations (CCR) section 570.5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements. The proposed Council action satisfies these applicable requirements.

DISCUSSION
Approve the Modifications to Unclassified Class Specifications
The class specification for Parks Construction, Maintenance, and Repair Manager (Job Code 130) is

proposed to be updated to better reflect the current duties of the job. The title is proposed to be retitled to Parks Operations and Maintenance Manager (Job Code 130) to assist in recruitment efforts. There are 3 budgeted positions and all positions are vacant. As a cost savings measure, the salary is proposed to be adjusted from $155,118.48 - $200,718.60 to $142,750.80 - $184,752.36. The proposed salary range is in alignment with comparator agency salaries for comparable work.

As part of this action the Parks Maintenance and Operations Supervisor (Job Code 131) classification will be deleted since it is obsolete and the duties are incorporated into the Parks Operations and Maintenance Manager (Job Code 130) class specification.

> Parks Operations and Maintenance Manager (Job Code 130)- with an annual salary range of $142,750.80 - $184,752.36: Under the general direction, the Parks Operations and Maintenance Manager assists the Division Manager in planning, organizing, and supervising activities of one or more Park Maintenance sections of the Parks Division, and performs related duties as assigned. Incumbents are responsible for the administration and supervision of construction, maintenance and repair activities of one or more of the following sections, including but not limited to: Park Landscaping and Buildings, Athletic Fields, Sports Courts, Aquatic Facilities, Dog Parks, and Playgrounds. Incumbents assist in identifying needs and developing maintenance projects and assigning work to crews within the unit or section to which the manager is assigned. Incumbents are expected to perform office administrative duties, and to monitor the progress of work in the field. Incumbents may be required to participate as a working supervisor during emergencies. Performs related duties as assigned.

Approve Revised Salary Ranges to Various Unclassified Positions

The Unclassified Miscellaneous Management (Unit 9) MOU has a compaction provision for supervisory-subordinate classifications that must maintain an approximate 5.0% salary differential. The top of the range for the Principal Planner (Job Code 143) classification is being adjusted by approximately 10.8% to maintain at least an approximate 5.0% salary differential with their subordinate classifications. The annual salary range is proposed to be adjusted from $167,537.88 - $216,795.72 to $167,537.88 - $240,267.96. Individual employee salaries will only be adjusted if they are directly impacted by having a 5.0% salary differential from direct reports. Currently, there is 1 vacant position and 1 filled Principal Planner position. No incumbent salaries will be adjusted at this time.

At the July 14, 2026 City Council meeting, Council approved the following actions:

1) Tentative Agreement between the City of Santa Clara and Unclassified Fire management (Unit 9B); and
2) Merge of various Assistant Director classifications.

There was an administrative error on the Unclassified Salary plan which inadvertently did not update the salary range for Battalion Chief - 24 Hours (Job Code 036S) or the Assistant Director (Job Code 133) merge on the Unclassified Salary Plan. These items are being brought forward to memorialize the revisions on the Unclassified Salary Plan effective July 5, 2026.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is a cost savings to lower the salary range for Parks Operations and Maintenance Repair Manager (Job Code 130). At the top of the salary range, the annual salary and benefit cost savings are approximately $22,000 per position. To modify the maximum annual rate of the Principal Planner (Job Code 143) is an annual salary and benefits increase of approximately $33,000. There are no additional cost implications for the administrative updates to the Unclassified Salary Plan.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan for Various Positions Effective July 5, 2026 and August 16, 2026 to Satisfy the Requirements of the City's Personnel and Salary Resolution and California Code of Regulations Section 570.5.

Reviewed by: Ashley Lancaster, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Parks Operations and Maintenance Manager (Job Code 130) Class Specification (Clean and Track Changes)
2. Unclassified Salary Plan eff 07-05-2026 (for Council 08-18-2026)
3. Resolution for Updated Unclassified Salary Plan eff 07-05-2026 (for Council 07-14-2026)
4. Unclassified Salary Plan eff 08-16-2026 (for Council 08-18-2026
5. Resolution for Updated Unclassified Salary Plan eff 08-16-2026 (for Council 08-18-2026)

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: PARKS OPERATIONS AND MAINTENANCE MANAGER (JOB CODE 130)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Parks and Recreation Department	Division Manager	Exempt

CLASS SUMMARY

This is a management position in the City's Unclassified Service responsible for managing activities within the Parks Division of the City's Parks and Recreation Department. Under the general direction the Parks Operations and Maintenance Manager assists the Division Manager in planning, organizing, and supervising activities of one or more Park Maintenance sections of the Parks Division, and performs related duties as assigned. Incumbents are responsible for the administration and supervision of construction, maintenance and repair activities of one or more of the following sections, including but not limited to: Park Landscaping and Buildings, Athletic Fields, Sports Courts, Aquatic Facilities, Dog Parks, and Playgrounds. Incumbents assist in identifying needs and developing maintenance projects and assigning work to crews within the unit or section to which the manager is assigned. Incumbents are expected to perform office administrative duties, and to monitor the progress of work in the field. Incumbents may be required to participate as a working supervisor during emergencies. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Parks Operations and Maintenance Manager is the entry level manager in the Parks Division. Incumbents exercise considerable professional judgment and discretion and formulate policies and procedures for the effective use of assigned departmental staff and equipment. The Parks Operations and Maintenance Manager is distinguished from the higher-level Division Manager classification in that the Division Manager oversees a Citywide function, primary operation, or multiple programs and services within a division of a City department. This classification is distinguished from the lower-level supervisory classifications in that this classification is responsible for management of a unit or section in the Parks Division.

As a member of the City's Unclassified service, this is an "at-will" position, and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional and service-oriented leadership and interpersonal skills; sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from an accredited college or university with an Associate's degree in Forestry, Horticulture, Landscape Design or Architecture, Civil Engineering, Public or Business Administration, or a related field; and
- Four (4) years of increasingly responsible experience in construction, repair, and maintenance of landscaping, swimming pools, athletic and park facilities, two (2) years of which in a supervisory capacity.

ACCEPTABLE SUBSTITUTION

- Graduation from high school or equivalent AND additional years of increasingly responsible experience in construction, repair, and maintenance of landscaping, swimming pools, athletic parks and facilities in a supervisory capacity may be substituted for the education requirement on a year for year basis.

LICENSES/CERTIFICATIONS

- Possession of a valid Class C California Driver's license is required at the time of hire and for the duration of hire.
- Certified Arborist Certification issued by the International Society of Arboriculture or Qualified Applicator Certificate in categories B (Landscape Maintenance), C (Right of Way) and F (Aquatic) issued by the Department of Pesticide Regulation is required within one year of appointment.
- Additional license(s) and/or certification(s) that may be required by future regulation during the duration of employment.

DESIRABLE QUALIFICATIONS

- Graduation from an accredited college or university with a Bachelor's Degree in Park Management, Business or Public Administration, Forestry, Horticulture, Civil Engineering, Landscape Design or Architecture, or a related field is desirable;
- Certificate of completion of the Certified Playground Safety Inspector course administered by either the National Recreation and Park Association or California Parks and Recreation Society is desirable;
- Possession of an Agricultural Pest Control Adviser License is desirable;
- Certificate of Completion from the National Recreation & Parks Association, Park & Recreation Maintenance Management School, or California Parks & Recreation Pacific Southwest Maintenance Management School is desirable;
- AutoCAD, computer software maintenance and troubleshooting is desirable;
- Public Sector Experience is desirable.

SPECIAL CONDITIONS

May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.

OTHER REQUIREMENTS

Must be able to perform all of the essential functions of the job assignment.

TYPICAL DUTIES

Duties may include, but are not limited, to the following:

Under general direction:

- Plan, coordinate and manage the maintenance, operations, construction and repair of City Parks facilities;
- Authorize procurement of necessary supplies, materials and equipment consistent with established authority;

- Operate a mobile device/computer to review, read and respond to incoming notifications, and evaluate data for an automated work order management system;
- Develop schedules and methods to accomplish assignments to complete work in a timely and efficient manner
- Assign, schedule, monitor and inspect the work and services provided by the Park Division such as inspecting the proper functioning of work crews and infrastructure through site visits;
- Inspect parks, landscape areas, playgrounds, pools, equipment, and facilities to determine maintenance needs and safety hazards;
- Act as a division coordinator in scheduling maintenance support for community events in park facilities;
- Review and analyze plans, specifications and blueprints of proposed park facilities to ensure appropriateness of plant material and irrigation equipment to be used;
- Negotiate and administer contracts with consultants, contractors, and suppliers; coordinate, oversee, and inspect the work to ensure it complies with the agreement;
- Research and apply best practices and operational techniques, materials, and equipment to improve efficiency and effectiveness in the Parks and Recreation Department;
- Assist in the preparation the division budget, assist in budget implementation, and recommend changes to the departmental budget;
- Prepare RFP & RFQ and bid specifications;
- Participate in the selection, training, professional development and work evaluation of assigned staff and make recommendations on hiring, termination, promotion and discipline;
- Coordinate activities of the Parks Division with those of other City departments and outside agencies;
- Investigate and resolve citizen complaints related to operations of the division;
- Collaborate with the Information Technology Department regarding GIS and the work order management system;
- Provide excellent customer service to the public and other City employees;
- May act as the Division Manager in their absence; and
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices in park and recreation facility maintenance and repair, swimming pool operations, and planting and care of trees, shrubs, flowers and lawns;
- The use of the tools, equipment, supplies, and methods used in the maintenance of parks, landscaped areas, and related facilities;
- Principles of supervision and work management related to landscape, building, and aquatic facility maintenance activities;
- Safe work practices and hazards associated with parks, playgrounds, equipment, aquatic facilities and chemicals used in pest control, pool management, and ground maintenance including proper handling techniques; and
- Public agency budget development and administration.

Skill in:

- Identification and analysis of parks maintenance (landscape/hardscape, aquatic, facility, athletic courts/fields, park buildings) problems and development of appropriate responses;
- Application of supervisory principals to maintenance activities; and
- Supervising and evaluating individuals involved in park operations.

Ability to:

- Plan, organize, direct, and coordinate park construction, maintenance, and a variety of concurrent projects
- Effectively train, supervise, evaluate and motivate assigned staff;
- Build and maintain effective working relationships with other departments and divisions, citizens, outside agencies, and the general public;
- Establish clear goals and objectives in order to deliver excellent customer service through ethical leadership standards and safe employee work practices that are consistent with the City's Code of Ethics and Values;
- Analyze and prepare sound recommendations;
- Read plans, blueprints, sketches, and technical manuals;
- Maintain accurate records and prepare clear and concise reports;
- Communicate and write effectively;
- Use a computer and related programs to manage projects, maintenance schedules, irrigation systems, etc.;
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, lift and move 25 pounds, or any other physical requirement as necessitated by the position to perform assigned duties.

SUPERVISION RECEIVED

General direction provided by the Division Manager or other supervisor as assigned.

SUPERVISION EXERCISED

Park Foreperson, Parks Maintenance Crafts Worker, Grounds Maintenance Workers and other assigned staff.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager’s Directive 100.

CLASSIFICATION HISTORY

Established 04/2012, Revised 07/2026

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: PARKS ~~Construction,~~ OPERATIONS AND MAINTENANCE ~~and Repair~~ MANAGER (JOB CODE 130)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Parks and Recreation Department	Division Manager	Exempt

CLASS SUMMARY

This is a management position in the City's Unclassified Service responsible for ~~supervising~~ managing activities within the Parks Division of the City's Parks and Recreation Department. Under the general direction ~~/of the Parks and Recreation Director and/or Deputy Parks and Recreation Director,~~ the Parks Operations and Maintenance Manager assists the Division Manager in planning, organizing, and supervising activities of one or more Park Maintenance sections of the Parks Division, and performs related duties as assigned. ~~the position is responsible for~~ Incumbents are responsible for the administration and supervision of construction, maintenance and repair activities of one or more of the following ~~program areas~~ sections, including but not limited to: Park Landscaping and Buildings, Athletic Fields ~~and~~, Sports Courts, Aquatic Facilities, Dog Parks, and Playgrounds. Incumbents assist in identifying needs and developing maintenance projects and assigning work to crews within the unit or section to which the manager is assigned. Incumbents are expected to perform office administrative duties, and to monitor the progress of work in the field. Incumbents may be required to participate as a working supervisor during emergencies. Performs related duties as assigned.

~~The i~~Incumbents ~~exercise considerable professional judgment and discretion; employ strong analytical and communication skills; manage, train, evaluate and direct employees and contractors,; work collaboratively with community service organizations and volunteers; and formulate policies and procedures for the effective use of assigned departmental staff and equipment.~~

DISTINGUISHING CHARACTERISTICS

The Parks Operations and Maintenance Manager is the entry level manager in the Parks Division. Incumbents exercise considerable professional judgment and discretion and formulate policies and procedures for the effective use of assigned departmental staff and equipment. The Parks Operations and Maintenance Manager is distinguished from the higher-level Division Manager classification in that the Division Manager oversees a Citywide function, primary operation, or multiple programs and services within a division of a City department. This classification is distinguished from the lower-level supervisory classifications in that this classification is responsible for management of a unit or section in the Parks Division.

As a member of the City's Unclassified service, this is an "at-will" position, and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional and service-oriented leadership and interpersonal skills; sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

Parks ~~Construction,~~Operations and Maintenance ~~and Repair~~ Manager (Job Code 130)

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- ~~Education and experience equivalent to graduation~~ Graduation from an accredited college or university with an Associate's degree in Forestry, Horticulture,~~-~~ Landscape Design or Architecture, Civil Engineering, Public or Business Administration, or a related field; and
- Four (4) years of increasingly responsible experience in construction, repair, and maintenance of landscaping, swimming pools, athletic and park facilities, two (2) years of which in a supervisory capacity.~~; and~~

ACCEPTABLE SUBSTITUTION

- ~~None~~ Graduation from high school or equivalent AND additional years of increasingly responsible experience in construction, repair, and maintenance of landscaping, swimming pools, athletic parks and facilities in a supervisory capacity may be substituted for the education requirement on a year for year basis.

LICENSES/CERTIFICATIONS

- Possession of a valid Class C California Driver's license is required at the time of hire and for the duration of hire.
- ~~Certificate of completion of the Certified Playground Safety Inspector course administered by the National Recreation and Park Association is required; and~~
- Certified Arborist Certification issued by the International Society of Arboriculture or Qualified Applicator Certificate in categories B (Landscape Maintenance), C (Right of Way) and F (Aquatic) issued by the Department of Pesticide Regulation is required within one year of appointment.
- Additional license(s) and/or certification(s) that may be required by future regulation during the duration of employment.

DESIRABLE QUALIFICATIONS

- Graduation from an accredited college or university with a Bachelor's Degree in Park Management, Business or Public Administration, Forestry, Horticulture, Civil Engineering, Landscape Design or Architecture, or a related field is desirable;
- Certificate of completion of the Certified Playground Safety Inspector course administered by either the National Recreation and Park Association or California Parks and Recreation Society is desirable;
- Possession of an Agricultural Pest Control Adviser License is desirable;
- Certificate of Completion from the National Recreation & Parks Association, Park & Recreation Maintenance Management School, or California Parks & Recreation Pacific Southwest Maintenance Management School is desirable;
- AutoCAD, computer software maintenance and troubleshooting is desirable;
- Public Sector Experience is desirable.

SPECIAL CONDITIONS

May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.

OTHER REQUIREMENTS
Must be able to perform all of the essential functions of the job assignment.

TYPICAL DUTIES

Duties may include, but are not limited, to the following:

Under general direction:

- Plan, coordinate and manage the maintenance, operations, construction and repair of City Parks facilities;
- ~~Responsible for the implementation and oversight of the Department's asset management and work order system;~~
- Authorize procurement of necessary supplies, materials and equipment consistent with established authority;
- ~~Manage field repair of hand tools and power equipment used in maintenance activities;~~
- Operate a mobile device/computer to review, read and respond to incoming notifications, and evaluate data for an automated work order management system;
- Develop schedules and methods to accomplish assignments to complete work in a timely and efficient manner
- Assign, schedule, monitor and inspect the work and services provided by the Park Division such as inspecting the proper functioning of work crews and infrastructure through site visits;
- Inspect parks, landscape areas, playgrounds, pools, equipment, and facilities to determine maintenance needs and safety hazards~~.~~;
- Act as a ~~department~~ division coordinator in scheduling maintenance support for community events in park facilities;
- Review and analyze plans, ~~-~~specifications and blueprints of proposed park facilities to ensure appropriateness of plant material and irrigation equipment to be used;
- Negotiate and administer contracts with consultants, contractors, and suppliers; coordinate, oversee, and inspect the work to ensure it complies with the agreement;
- Research and apply best practices and operational techniques, materials, and equipment to improve efficiency and effectiveness in the Parks and Recreation Department;
- Assist in the preparation the division budget, assist in budget implementation, and recommend changes to the departmental budget; ~~in the preparation of the annual budget for Deputy Director;~~
- Prepare RFP & RFQ and bid specifications;
- ~~Provide~~ Participate in ~~for~~ the selection, training, professional development and work evaluation of assigned staff and make~~s~~ recommendations on hiring, termination, promotion and discipline;
- Coordinate activities of the Parks Division with those of other City departments and outside agencies;
- Investigate and resolve citizen complaints related to operations of the division;
- ~~Review and contribute actively to enhancing the Park Amenity & Design Standards;~~
- Collaborate with the Information Technology Department regarding GIS and the work order management system;

- Provide excellent customer service to the public and other City employees;
- ~~Act as Deputy Parks and Recreation Director in his/her absence; and~~ May act as the Division Manager in their absence; and
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices in park and recreation facility maintenance and repair, swimming pool operations, and planting and care of trees, shrubs, flowers and lawns;
- ~~Regulatory laws applicable to work environment such as, Americans with Disabilities Act (ADA), SB 198, Proposition 65 and health and safety;~~
- ~~Integrates pest management programs and the chemicals used in horticultural activities, including pesticides and fertilizers;~~
- ~~Principles and practices of customer service; operating a smart (centralized) irrigation system; management, supervision, training and performance evaluations; budget development and administration;~~
- ~~Computer and software programs applications used in business settings, facility management and asset management;~~
- ~~Principles and practices of fleet/equipment maintenance and replacement procedures associated with maintaining buildings and facilities associated with City parks; and~~
- The use of the tools, equipment, supplies, and methods used in the maintenance of parks, landscaped areas, and related facilities~~.~~;
- Principles of supervision and work management related to landscape, building, and aquatic facility maintenance activities~~.~~;
- Safe work practices and hazards associated with parks, playgrounds, equipment, aquatic facilities and chemicals used in pest control, pool management, and ground maintenance including proper handling techniques~~.~~; and
- ~~Complex spreadsheets and database applications.~~Public agency budget development and administration.

Skill in:

- Identification and analysis of parks maintenance (landscape/hardscape, aquatic, facility, athletic courts/fields, park buildings) problems and development of appropriate responses~~.~~;
- Application of supervisory principals to maintenance activities~~.~~; and
- Supervising and evaluating individuals involved in park operations.

Ability to:

- Plan, organize, direct, and coordinate park construction, maintenance, and a variety of concurrent projects ~~and effectively manage the work of others;~~
- Effectively train, supervise, evaluate and motivate assigned staff;
- ~~Monitor and maintain a high level of performance in the maintenance functions of the departments;~~
- ~~Build constructive relationships by promoting and developing effective partnerships with~~

~~other departments, employees, City bargaining units, citizens, contractors and the general public;~~

- Build and maintain effective working relationships with other departments and divisions, citizens, outside agencies, and the general public;
- Establish clear goals and objectives in order to deliver excellent customer service through ethical leadership standards and safe employee work practices that are consistent with the City's Code of Ethics and Values;
- ~~Work effectively as a member of the department's management team to achieve common goals and deliver excellent customer service to both internal and external City clients;~~
- Analyze and prepare sound recommendations ~~to solve difficult problems~~;
- Read plans, blueprints, sketches, and technical manuals;
- Maintain accurate records and prepare clear and concise reports;
- ~~Speak and write~~Communicate and write effectively;
- Use a computer and related programs to manage projects, maintenance schedules, irrigation systems, etc.;
- ~~Implement budget preparation and expenditure control requirements;~~
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, lift and move 25 pounds, or any other physical requirement as necessitated by the position to perform assigned duties~~;~~. ~~and~~
- ~~Effectively plan, schedule, supervise, train, evaluate and motivate staff.~~

SUPERVISION RECEIVED

General direction provided by the Division Manager ~~Parks and Recreation Director, Deputy Parks and Recreation Director,~~ or other supervisor as assigned.

SUPERVISION EXERCISED

Park Foreperson, Parks Maintenance Crafts Worker, Grounds Maintenance Workers and other assigned staff.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager’s Directive 100.

CLASSIFICATION HISTORY

Established 04/2012, Revised 07/2026.

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED UNCLASSIFIED, SALARY PLAN FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF JULY 14, 2026 AND AN EFFECTIVE DATE OF JULY 5, 2026

WHEREAS, Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified and unclassified positions;

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, California Code Regulations section 570.5 requires and CalPERS mandates the City adopt the Amended Classified, Unclassified and As-needed Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted; and

WHEREAS, the City Council adopted and approved Unclassified Salary Plan, with an approval date of July 14, 2026, and an effective date of July 5, 2026, and such salary plan inadvertently omitted salary modifications to Battalion Chief 24 hours classification (Job Code 136S) and Assistant Director classification (Job Code 133) which are accurately reflected in the attached Amended Unclassified Salary Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the attached Unclassified Salary Plan for various City of Santa Clara positions reflecting the wage increases for unclassified positions previously approved by the City Council at the July 14, 2026 Council meeting.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedule for various unclassified positions

shall be effective July 5, 2026.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Unclassified Salary Plan eff 07-05-2026 (for Council 07-14-2026)

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Director	133	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Fire Chief	024	9B	$ 150.520673	$ 26,090.25	$ 313,083.00	$ 194.801423	$ 33,765.58	$ 405,186.96
Asst Fire Marshal	026	9B	$ 115.448135	$ 20,011.01	$ 240,132.12	$ 149.403519	$ 25,896.61	$ 310,759.32
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Battalion Chief	036	9B	$ 124.379481	$ 21,559.11	$ 258,709.32	$ 160.952712	$ 27,898.47	$ 334,781.64
Battalion Chief 24 Hrs	036S	9BS	$ 84.611909	$ 20,532.49	$ 246,389.88	$ 109.491635	$ 26,569.97	$ 318,839.64
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
City Clerk	063	Elected					$ 1,650.00	$ 19,800.00
City Council Member	CNCL	Elected					$ 2,200.00	$ 26,400.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 123.300428	$ 21,372.07	$ 256,464.89
Deputy Fire Chief	080	9B	$ 136.836346	$ 23,718.30	$ 284,619.60	$ 177.093519	$ 30,696.21	$ 368,354.52
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Division Manager	136	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 117.421500	$ 20,353.06	$ 244,236.72
Elec Div Mgr - Engineering	104Q	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Generation	104R	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Operations	104P	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Substations	104M	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Transm, Distrib	104S	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr-Mkt A & P	107F	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Division Manager	104	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 124.378731	$ 21,558.98	$ 258,707.76	$ 160.948327	$ 27,897.71	$ 334,772.52
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,750.00	$ 33,000.00
Park Maint & Operations Superv	131	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Const, Mtc & Repair Mgr	130	9	$ 74.576192	$ 12,926.54	$ 155,118.48	$ 96.499327	$ 16,726.55	$ 200,718.60
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 7/5/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 137.794630	$ 23,884.40	$ 286,612.83
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED UNCLASSIFIED, SALARY PLAN FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF AUGUST 18, 2026 AND AN EFFECTIVE DATE OF AUGUST 16, 2026

WHEREAS, Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified and unclassified positions**;**

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, California Code Regulations section 570.5 requires and CalPERS mandates the City adopt the Amended Unclassified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted; and

WHEREAS, the City has deleted Parks Maintenance and Operations Supervisor classification (Job Code 131), and revised and retitled Parks Construction, Maintenance and Repair Manager classification (Job Code 130) to Parks Operations and Maintenance Manager classification (Job Code 130).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the attached Unclassified Salary Plan for various City of Santa Clara positions reflecting the classification revisions and wage adjustments for various unclassified positions approved on August 18, 2026, with an effective date of August 16, 2026.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedules for various unclassified positions

shall be effective August 16, 2026.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Unclassified Salary Plan eff 08-16-2026 (for Council 08-18-2026)

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 8/16/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Asst Building Official	222	9	$ 95.373288	$ 16,531.37	$ 198,376.44	$ 123.434077	$ 21,395.24	$ 256,742.88
Asst City Attorney	015	9	$ 110.845962	$ 19,213.30	$ 230,559.60	$ 143.452673	$ 24,865.13	$ 298,381.56
Asst City Clerk	010	9	$ 84.381692	$ 14,626.16	$ 175,513.92	$ 109.189904	$ 18,926.25	$ 227,115.00
Asst City Librarian	012	9	$ 96.582750	$ 16,741.01	$ 200,892.12	$ 124.990962	$ 21,665.10	$ 259,981.20
Asst City Manager	016	9	$ 143.042827	$ 24,794.09	$ 297,529.08	$ 185.105654	$ 32,084.98	$ 385,019.76
Asst Director	133	9	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 134.771019	$ 23,360.31	$ 280,323.72
Asst Dir of Community Dev	038	9	$ 109.164981	$ 18,921.93	$ 227,063.16	$ 141.914192	$ 24,598.46	$ 295,181.52
Asst Dir of Electric Util	021	9	$ 130.850654	$ 22,680.78	$ 272,169.36	$ 169.337712	$ 29,351.87	$ 352,222.44
Asst Dir of Pub Works/City Eng	071	9	$ 114.842769	$ 19,906.08	$ 238,872.96	$ 148.624154	$ 25,761.52	$ 309,138.24
Asst Fire Chief	024	9B	$ 150.520673	$ 26,090.25	$ 313,083.00	$ 194.801423	$ 33,765.58	$ 405,186.96
Asst Fire Marshal	026	9B	$ 115.448135	$ 20,011.01	$ 240,132.12	$ 149.403519	$ 25,896.61	$ 310,759.32
Asst Fleet Manager	046	9	$ 62.603365	$ 10,851.25	$ 130,215.00	$ 81.008769	$ 14,041.52	$ 168,498.24
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 101.802808	$ 17,645.82	$ 211,749.84	$ 131.740385	$ 22,835.00	$ 274,020.00
Battalion Chief	036	9B	$ 124.379481	$ 21,559.11	$ 258,709.32	$ 160.952712	$ 27,898.47	$ 334,781.64
Battalion Chief 24 Hrs	036S	9BS	$ 84.611909	$ 20,532.49	$ 246,389.88	$ 109.491635	$ 26,569.97	$ 318,839.64
Building Maintenance Manager	041	9	$ 79.240269	$ 13,734.98	$ 164,819.76	$ 102.546577	$ 17,774.74	$ 213,296.88
Building Official	042	9	$ 104.916865	$ 18,185.59	$ 218,227.08	$ 135.771923	$ 23,533.80	$ 282,405.60
Cemetery Operations Manager	045	9	$ 63.364327	$ 10,983.15	$ 131,797.80	$ 81.999808	$ 14,213.30	$ 170,559.60
Chief Asst City Attorney	037	9	$ 127.472538	$ 22,095.24	$ 265,142.88	$ 164.970519	$ 28,594.89	$ 343,138.68
Chief Operating Officer	311	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
City Attorney	060	Appointed				$ 181.668462	$ 31,489.20	$ 377,870.40
City Auditor	067	9	$ 104.138365	$ 18,050.65	$ 216,607.80	$ 134.771019	$ 23,360.31	$ 280,323.72
City Clerk	063	Elected					$ 1,650.00	$ 19,800.00
City Council Member	CNCL	Elected					$ 2,200.00	$ 26,400.00
City Librarian	066	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
City Manager	069	Appointed				$ 211.241712	$ 36,615.23	$ 439,382.76
Communications & Outreach Mgr	083	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 8/16/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Communications Operations Mgr	068	9	$ 81.513173	$ 14,128.95	$ 169,547.40	$ 105.486808	$ 18,284.38	$ 219,412.56
Compliance Manager	081	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Contracts Manager	342	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Deputy City Attorney I	170	9	$ 69.272654	$ 12,007.26	$ 144,087.12	$ 89.645712	$ 15,538.59	$ 186,463.08
Deputy City Attorney II	172	9	$ 80.818096	$ 14,008.47	$ 168,101.64	$ 104.590154	$ 18,128.96	$ 217,547.52
Deputy City Clerk	178	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Deputy City Manager	079	9	$ 111.985962	$ 19,410.90	$ 232,930.80	$ 144.912288	$ 25,118.13	$ 301,417.56
Deputy Director	176	9	$ 90.653596	$ 15,713.29	$ 188,559.48	$ 123.300428	$ 21,372.07	$ 256,464.89
Deputy Fire Chief	080	9B	$ 136.836346	$ 23,718.30	$ 284,619.60	$ 177.093519	$ 30,696.21	$ 368,354.52
Development Project Manager	158	9	$ 90.647654	$ 15,712.26	$ 188,547.12	$ 117.307212	$ 20,333.25	$ 243,999.00
Development Review Officer	144	9	$ 87.699577	$ 15,201.26	$ 182,415.12	$ 113.494212	$ 19,672.33	$ 236,067.96
Director of Community Developm	090	9	$ 130.185635	$ 22,565.51	$ 270,786.12	$ 168.478327	$ 29,202.91	$ 350,434.92
Director of Econ Dev and Sust	085	9	$ 118.999615	$ 20,626.60	$ 247,519.20	$ 153.509654	$ 26,608.34	$ 319,300.08
Director of Finance	087	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Human Resources	088	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Inf Technology/CIO	089	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Director of Public Works	091	9	$ 137.706462	$ 23,869.12	$ 286,429.44	$ 178.208250	$ 30,889.43	$ 370,673.16
Director of Silicon Valley Pwr	108	9	$ 164.504596	$ 28,514.13	$ 342,169.56	$ 212.882827	$ 36,899.69	$ 442,796.28
Director of Wtr & Sewer Utils	102	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Division Manager	136	9	$ 86.142519	$ 14,931.37	$ 179,176.44	$ 117.421500	$ 20,353.06	$ 244,236.72
Elec Div Mgr - Engineering	104Q	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Generation	104R	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Operations	104P	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Substations	104M	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr - Transm, Distrib	104S	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Div Mgr-Mkt A & P	107F	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Division Manager	104	9E	$ 117.750558	$ 20,410.10	$ 244,921.16	$ 144.684361	$ 25,078.62	$ 300,943.47
Elec Program Manager	424	9E	$ 94.038750	$ 16,300.05	$ 195,600.60	$ 121.689404	$ 21,092.83	$ 253,113.96

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 8/16/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Util Chief Oper Officer	116	9	$ 143.939192	$ 24,949.46	$ 299,393.52	$ 186.277096	$ 32,288.03	$ 387,456.36
Elec Util Risk Control Analyst	697	9E	$ 84.217038	$ 14,597.62	$ 175,171.44	$ 108.990058	$ 18,891.61	$ 226,699.32
Emergency Services Officer	106	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Environmental Programs Mgr	461	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Executive Assistant	187	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 124.378731	$ 21,558.98	$ 258,707.76	$ 160.948327	$ 27,897.71	$ 334,772.52
Fleet Manager	034	9	$ 75.500654	$ 13,086.78	$ 157,041.36	$ 97.701808	$ 16,934.98	$ 203,219.76
Housing Development Officer	749	9	$ 71.253692	$ 12,350.64	$ 148,207.68	$ 92.210654	$ 15,983.18	$ 191,798.16
Information Technology Svc Mgr	112	9	$ 83.980673	$ 14,556.65	$ 174,679.80	$ 108.670385	$ 18,836.20	$ 226,034.40
Inspection Manager	134	9	$ 89.868115	$ 15,577.14	$ 186,925.68	$ 116.309308	$ 20,160.28	$ 241,923.36
Legal Executive Assistant	185	9	$ 61.452923	$ 10,651.84	$ 127,822.08	$ 79.525269	$ 13,784.38	$ 165,412.56
Library Div Mgr -Support Svcs	127G	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Management Analyst	008	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Mayor	MAYOR	Elected					$ 2,750.00	$ 33,000.00
Parks & Recreation Director	132	9	$ 129.926538	$ 22,520.60	$ 270,247.20	$ 168.137423	$ 29,143.82	$ 349,725.84
Parks Operations & Maint Mgr	130	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Performance Auditor I	203	9	$ 51.992769	$ 9,012.08	$ 108,144.96	$ 67.290519	$ 11,663.69	$ 139,964.28
Performance Auditor II	204	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Plan Review Manager	629	9	$ 90.834346	$ 15,744.62	$ 188,935.44	$ 117.539654	$ 20,373.54	$ 244,482.48
Planning Manager	072	9	$ 94.726788	$ 16,419.31	$ 197,031.72	$ 122.586000	$ 21,248.24	$ 254,978.88
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 29,473.88	$ 353,686.56
Police Records Manager	647	9	$ 64.268019	$ 11,139.79	$ 133,677.48	$ 83.174423	$ 14,416.90	$ 173,002.80
Power System Scheduler/Trader	674	9E	$ 80.651250	$ 13,979.55	$ 167,754.60	$ 104.374673	$ 18,091.61	$ 217,099.32
Power Trader	673	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Principal Accountant	148	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Electric Utility Eng	145	9E	$ 102.998365	$ 17,853.05	$ 214,236.60	$ 137.794630	$ 23,884.40	$ 286,612.83

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 8/16/2026
Approved 8/18/2026

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Principal Eng - Water & Sewer	142W	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Eng/City Surveyor	140	9	$ 104.864135	$ 18,176.45	$ 218,117.40	$ 135.709212	$ 23,522.93	$ 282,275.16
Principal Engineer	142	9	$ 99.870462	$ 17,310.88	$ 207,730.56	$ 129.244962	$ 22,402.46	$ 268,829.52
Principal Financial Analyst	149	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Planner	143	9	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 115.513409	$ 20,022.33	$ 240,267.96
Principal Power Analyst	154	9E	$ 80.547058	$ 13,961.49	$ 167,537.88	$ 104.228712	$ 18,066.31	$ 216,795.72
Principal Util Info System Mgr	146	9E	$ 103.074923	$ 17,866.32	$ 214,395.84	$ 133.401577	$ 23,122.94	$ 277,475.28
Public Information Officer	077	9	$ 97.889481	$ 16,967.51	$ 203,610.12	$ 126.673096	$ 21,956.67	$ 263,480.04
Public Records Manager	082	9	$ 62.391346	$ 10,814.50	$ 129,774.00	$ 80.748577	$ 13,996.42	$ 167,957.04
Recreation Manager	150	9	$ 81.311654	$ 14,094.02	$ 169,128.24	$ 105.222635	$ 18,238.59	$ 218,863.08
Sr Counsel for SVP	179	9	$ 119.543827	$ 20,720.93	$ 248,651.16	$ 154.211538	$ 26,730.00	$ 320,760.00
Sr Deputy City Attorney	161	9	$ 85.906096	$ 14,890.39	$ 178,684.68	$ 111.179712	$ 19,271.15	$ 231,253.80
Sr Elec Div Mgr	173	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Elec Div Mgr-Mkt A&P	174A	9E	$ 118.943712	$ 20,616.91	$ 247,402.92	$ 153.941538	$ 26,683.20	$ 320,198.40
Sr Information Tech Svcs Mgr	743	9	$ 92.022923	$ 15,950.64	$ 191,407.68	$ 119.089731	$ 20,642.22	$ 247,706.64
Sr Management Analyst	742	9	$ 68.630192	$ 11,895.90	$ 142,750.80	$ 88.823250	$ 15,396.03	$ 184,752.36
Sr Performance Auditor	202	9	$ 73.067827	$ 12,665.09	$ 151,981.08	$ 94.553135	$ 16,389.21	$ 196,670.52
Sr Power System Schedlr/Trader	772	9E	$ 86.684654	$ 15,025.34	$ 180,304.08	$ 112.187423	$ 19,445.82	$ 233,349.84
Street Superintendent	159	9	$ 82.409885	$ 14,284.38	$ 171,412.56	$ 106.654558	$ 18,486.79	$ 221,841.48
Transportation Manager	171	9	$ 100.781135	$ 17,468.73	$ 209,624.76	$ 130.426558	$ 22,607.27	$ 271,287.24
Utility Business Systems Mgr	898	9	$ 80.414942	$ 13,938.59	$ 167,263.08	$ 104.061923	$ 18,037.40	$ 216,448.80
Utility Operations Engineer	155	9	$ 84.891288	$ 14,714.49	$ 176,573.88	$ 109.851981	$ 19,041.01	$ 228,492.12
Water & Sewer Operations Mgr	180	9	$ 83.438596	$ 14,462.69	$ 173,552.28	$ 107.989154	$ 18,718.12	$ 224,617.44
Water & Sewer Superintendent	029	9	$ 75.445038	$ 13,077.14	$ 156,925.68	$ 97.646192	$ 16,925.34	$ 203,104.08
Web & Digital Media Manager	073	9	$ 71.934865	$ 12,468.71	$ 149,624.52	$ 93.086423	$ 16,134.98	$ 193,619.76

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

26-551 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT
Note and File the City Auditor's Office Report on the Audit of Silicon Valley Power's Power Purchase Agreement Process

BACKGROUND
Per Section 909 of the City Charter, and SCCC Section 2.29.010, the City Auditor's duties and responsibilities include conducting in-depth financial and performance audits, overseeing the City's performance management system, auditing and approving all bills, invoices, payrolls, demands or charges against the City government before payment and, with the advice of the City Attorney, making reports to the City Council as to the regularity, legality and correctness of such claims, demands or charges. The City Auditor's Office conducts its work under the auditing standards prescribed by the Institute of Internal Auditors (IIA). The IIA International Standards for the Professional Practice of Internal Auditing (Standards) require the City Auditor to present the results of any audits to the Audit Committee.

DISCUSSION
In 2022, the City Auditor's Office engaged Baker Tilly US, LLP (Baker Tilly) to conduct an annual citywide risk assessment and prepare an annual audit work plan for the next five years. The risk assessment process involves identifying and measuring risks associated with the audit universe (a list of specific departments, functions, processes, programs, etc. that can be subject to an audit, i.e. auditable units). Risk is defined as "the possibility of an event or condition occurring that will have an impact on the ability of an organization to achieve its objectives." The risk rating attributed to a particular department or function reflects the theoretical potential for loss, rather than any actual loss history.

As part of the ongoing risk assessment process, the Auditor's Office and Baker Tilly rated the power purchase agreement process as high risk based on inherent risks and specific information gathered, including:

- Budget and high dollar financial commitment.
- Detailed federal and state regulatory environment with firm reporting deadlines.
- Evaluation and selection of agreements.
- Non-compliance with agreement requirements.
- Review process for potentially inaccurate supplier invoices.
- Staffing levels and higher than average employee turnover

Accordingly, the Auditor's Office partnered with Baker Tilly to perform an internal audit of the power purchase agreement process. The objectives of this audit were to:

1) Evaluate the process of assessing and entering into power purchase agreements.
2) Evaluate the effectiveness of internal controls over management of power purchase agreements.

Attached is the City Auditor's Office report containing the analysis, results and recommendations from the audit.

On April 1, 2026, City staff and Baker Tilly, LLC presented the results of the audit to the Audit Committee for input and approval. The results of the audit were presented by the Auditor's Office, along with Baker Tilly, and Silicon Valley Power made a presentation of how they are implementing corrective actions to address the issues raised in the report. The Audit Committee engaged in a discussion with staff who were in support of the improvements suggested. After discussion, the Audit Committee accepted the City Auditor's Office Report on the Audit of the Power Purchase Agreement Process and recommended that this report be forwarded for note and file to the full Council at a future Joint Council and Authorities Concurrent and Stadium Authority Meeting.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environment Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

Costs associated with the preparation of this report are included in the City's FY 2024/25 and 2025/26 Adopted Operating Budget.

COORDINATION

This report has been coordinated with the City Manager's Office and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the City Auditor's Office Report on the Audit of Silicon Valley Power's Power Purchase Agreement Process.

Reviewed and Approved by: David Noce, Audit Manager

ATTACHMENTS

1. City Auditor's Office - Audit of Power Purchase Agreement Process

City of Santa Clara

City Auditor's Office

Power Purchase Agreement Audit

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Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Executive Summary

Purpose of the Audit

Baker Tilly US, LLP (Baker Tilly) provides internal audit services to the City of Santa Clara (the City) and has conducted a Power Purchase Agreement (PPA) Audit based on the signed Statement of Work SOW No. 2023-03 prepared in accordance with the 2023-2024 audit plan approved by the Audit Committee of the City. The objectives of this audit were to:

1) Evaluate the process of assessing and entering into power purchase agreements.
2) Evaluate the effectiveness of internal controls over management of power purchase agreements.

Report Highlights

Finding 1: Evaluation and Selection (page 10)

The SVP was not able to provide adequate support for four of the sampled PPAs to demonstrate that a supplier and product were evaluated against specific criteria important to the SVP before entering into the PPA because the documents were no longer available as the PPAs were entered into several years ago.

Management should develop a formal evaluation and selection process for all potential PPAs. All evaluation documents should be maintained for transparency, in accordance with the City's record retention policy.

Finding 2: Contract Administration and Management (page 11)

Based on the interviews with the SVP team, it was found that there was no standard process for administering and managing PPAs. Out of six PPAs reviewed, five PPAs entered into were drafted by developers or JPAs. According to the SVP management, the SVP team is currently in the process of standardizing the PPA process and contract template.

Management should continue to standardize the PPA process and contract template and complete the implementation. Once a comprehensive PPA template is completed, the instructions for creating a draft PPA from a template and finalizing it with appropriate review and approvals should be documented. If using a supplier provided agreement, a detailed review should be performed using a checklist of all City requirements to ensure all requirements are included. Additionally, the SVP should implement a formal supplier performance monitoring procedure in which suppliers are periodically assessed for compliance and overall performance.

Finding 3: Invoice Verification and Payment (page 13)

Our discussions with the SVP team revealed the following:

- For one of our sampled invoices, the supporting documents for the payment approval did not demonstrate how the discrepancy between the SVP's tracking sheets and the independent system operator's reports were resolved properly.
- For NCPA invoices, there is no written communication from the Division Manager of Settlement to the Division Manager of the SVP Resources Group indicating that the settlement portion has been validated prior to payment.

SVP should implement a standardized process for reconciling and approving invoices for payment.

Finding 4: Reporting (page 14)

Although the RPS report is reviewed by another individual prior to submission, the review is not formally documented.

The Assistant Director (or another qualified individual) should review and approve all required reports prior to submission to the California Energy Commission to prevent inaccurate reporting and to ensure all state requirements are met. The review should be evidenced in writing (signature).

Introduction

Objective

The objectives of this review were to:

1) Evaluate the process of assessing and entering into power purchase agreements.
2) Evaluate the effectiveness of internal controls over management of power purchase agreements.

Background

Silicon Valley Power (SVP)

The SVP is the City's electric utility department and provides electricity to City residents and businesses. The City's website states, "SVP provides power to 59,518 customers at rates 43 to 63 percent below neighboring communities. SVP is the only full-service, vertically integrated publicly owned utility in Silicon Valley owning generation, transmission, and distribution assets." The SVP is recognized as a Smart Energy Provider from the American Public Power Association, as well as by the Environmental Protection Agency (EPA) for its Green Power program, which is included on the nation-wide Green Power Communities List.

California Policy

In 1996, the Electric Utility Industry Restructuring Act (Assembly Bill 1890) created the California Independent System Operator (CAISO) that has the responsibility to maintain overall electricity system reliability. The CAISO controls and operates the state's transmission system to schedule delivery of electric power supplies, ensuring all standards for transmission service are met, and allows market participants to buy, sell, and transmit electricity. The CAISO makes various market and operations data/reports available. SVP is a metered subsystem in the CAISO and must participate in the CAISO energy market.

The State of California has set requirements to reduce greenhouse gas emissions 40% below 1990 levels by 2030, with utilities increasing their procurement of renewable energy resources to 50% by 2030. Senate Bill (SB) 100, passed in 2021, requires eligible renewable energy resources and zero-carbon resources to supply 60% of retail electricity sales by 2030 and 100% by 2045. SB 100 also required the Energy Commission (CEC), Public Utilities Commission (CPUC) and Air Resources Board (CARB) to use programs under existing laws to achieve 100 percent clean electricity and issue a joint policy report on SB 100 by 2021 and every four years thereafter. The SVP is required to disclose the mix of energy sources used to provide electricity service during the previous calendar year[1]. The SVP also reports its compliance with Renewables Portfolio Standard (RPS)[2] requirements.

SVP Power Purchase Agreements (PPAs)

Renewable energy can be purchased directly from a renewable electricity generator under a long-term PPA that is a contract used to execute and document the terms of the purchase between a customer, such as a city or utility, and a seller, such as an existing developer of an energy project. The ways SVP enters into PPA's include the following:

1. Formal RFP by buyer
2. Formal RFP by seller
3. Direct proposal between counterparties
4. Participation in a regulated program (i.e. WAPA/PURPA)

An RFP is recommended for PPAs[3] to clearly define objectives and requirements and to receive competitive bids.

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[1] The Power Content Label (PCL) is an annual report required under the CEC's Power Source Disclosure program.

[2] The CEC administers the RPS program that is a significant initiative aimed at advancing renewable energy adoption.

[3] U.S. Department of Energy, "Guide to Purchasing Green Power", page 6-10, https://www.epa.gov/sites/default/files/2018-08/documents/guide-purchasing-green-power-6.pdf

Under long-term power purchase agreements, SVP purchases wholesale electric power through its participation in joint power agencies[4] (NCPA[5] and MSR PPA[6]), from various members of the Western System Power Pool (WSPP)[7], from the Western Area Power Administration (WAPA)[8], and other sources to provide the City's electric utility customers with reliable electricity.

At the time this audit was commenced, the SVP had the following twenty-six (26) active PPAs to purchase power generated from a renewable or carbon neutral source.

PPA Supplier or Project	Fuel	Capacity (MWs)	Procurement Method
Ameresco Vasco	Landfill Gas	4.3	SVP issued RFP
Central 40	Solar	40	No RFP
Friant Dam 1	Hydro	25	SVP responded to RFP
Friant Dam 2 - Quinten Luallen	Hydro	8	SVP responded to RFP
Rosamond One	Solar	20	No RFP
Sand Bar	Hydro	16.2	SVP responded to RFP
Ameresco Manteca	Landfill Gas	4.2	SVP issued RFP
G2 Energy Ostrom Road	Landfill Gas	1.6	No RFP
TriDam Beardsley	Hydro	11.5	SVP responded to RFP
TriDam Donnells	Hydro	72	SVP responded to RFP
TriDam Tulloch	Hydro	25.9	SVP responded to RFP
Big Horn 1	Wind	105	No RFP,JPA-MSR PPA
Big Horn 2	Wind	17	No RFP,JPA-MSR PPA
WAPA Base	Hydro	varies	SVP responded to federal hydro program
Manzana Wind LLC	Wind	50	No RFP
Manzana Wind LLC	Wind	50	No RFP
Olcese Water District	Hydro	14	SVP responded to RFP
Tioga Tasman	Solar	0.38976	No RFP
Lafayette	Landfill Gas	0.75	City's Street Department issued RFP
Aquamarine Westside	Solar	75	No RFP
South Feather Water and Power	Hydro	25	NCPA issued RFP

[4] A joint power agency (JPA) is an organization formed by multiple public entities or municipalities to collaborate on power generation, distribution, and related services. Refer to Note 6 and Note 9 of the SVP Financial Statements for the year ended June 30, 2023.

[5] The Northern California Power Agency (NCPA)'s membership consists of sixteen publicly owned entities. https://www.ncpa.com/

[6] The M-S-R Public Power Agency (MSR PPA) consist of the Modesto Irrigation District, the City of Santa Clara, and the City of Redding, California. https://msrpower.org/about-us/

[7] The WSPP Inc.is an organization of electric wholesale market entities and gives the exclusive use of its standardized power agreement to over 275 WSPP members. https://www.wspp.org/pages/Overview.aspx

[8] The Western Area Power Administration (WAPA) sells power to more than 684 firm and non-firm wholesale power customers. https://www.wapa.gov/

South Feather Water and Power	Hydro	7	NCPA issued RFP
South Feather Water and Power	Hydro	8	NCPA issued RFP
South Feather Water and Power	Hydro	38	NCPA issued RFP
Camp Far West Hydro	Hydro	6.8	RFP, JPA-NCPA
Rooney Ranch/Sandhill A&B	Wind	TBD (50-80)	SVP issued RFP

The six PPAs selected for review consist of the following:

- Ameresco Vasco – Landfill Gas (Contract Start Date: February 22, 2014)
- Central 40 – Solar (January 1, 2021)
- Big Horn 1 – Wind, JPA (October 1, 2006)
- Aquamarine Westside – Solar (August 20, 2021)
- South Feather Water & Power – Hydro, JPA (December 19, 2021)
- Camp Far West – Hydro, JPA (April 21, 2022)

Management of PPAs

The management of a PPA involves several key entities working together to ensure successful implementation and compliance:

- Buyer (Offtaker - utility company, corporation, or government entity) manages the financial aspects, contractual obligations, and compliance with the terms of the agreement. SVP has two generation portfolios, a set of resources that SVP schedules as a market participant and NCPA schedules the remaining resources into the CAISO market.
- Seller (Developer/Generator – independent power producer or a renewable energy project developer) manages the construction, operation, and maintenance of the project.
- Regulatory Agencies oversee compliance with state or national regulations related to renewable energy procurement and may review and approve PPAs to ensure alignment with policy goals.
- Independent System Operator (ISO) manages the transmission grid, operates the energy markets, and ensures reliable electricity delivery.

Supplier invoice payment process

A brief description of the typical non-NCPA/JPA PPA invoice process is as follows:

- The CAISO produces market settlements and bills/pays SVP based on results.
- The SVP receives invoice/payment based on previous day's activities and coordinates with the Resources Scheduling Day Ahead and Real-Time desks to confirm settlements process.
- Internal spreadsheets as well as third-party software is used to validate invoices.
- The SVP uses ZEMA[9] software model to calculate expected invoice amount and compares to PPA invoice.
- The Principal Power Analyst approves all non-NCPA/JPA PPA invoices.

The invoices for the PPAs entered into through NCPA (NCPA PPAs) are processed differently as described below:

[9] ZEMA is market data management solution developed by ZEMA Global Data Corporation (Formerly ZE PowerGroup Inc.).

- NCPA manages settlement, invoicing, and reconciliation with CAISO as well as the PPA vendor.
- The Division Manager of the SVP Resources Group approves the invoice.
- The Division Manager of Settlement reconciles the NCPA All Resources Bill to ensure accuracy of PPA portion.
- If any discrepancy is found, the Division Manager of Settlement works with NCPA directly to resolve any issues. Any errors agreed upon by NCPA and SVP Settlement are then credited/debited in a future ARB.

During the FY2022 risk assessment conducted for an audit planning purpose, Baker Tilly rated the power purchase agreements as high risk based on inherent risks such as noncompliance with the agreement requirements and inaccurate supplier invoices.

To assess the internal controls over the PPA management to mitigate risks, Baker Tilly reviewed three (3) operational areas of PPAs: procurement, contract management, and payment.

Scope

The scope of this engagement includes interviews and document reviews regarding the internal controls over management of the SVP's active PPAs as of August 2023 and associated supplier invoices received during fiscal year 2023.

Methodology

To achieve the audit objectives, Baker Tilly performed the following procedures.

- Gathered information to understand the environment under review including review of policies and procedures, PPAs, and reports.
- Conducted interviews with key process owners and management including Division Managers of the Settlements and Resources Groups, Risk Manager, City Attorney, Resource Analyst, and Accounting Clerk.
- Assessed risks and identified controls in place based on process walkthroughs and review of policy documents.
- Performed testing of key controls around energy procurement/contracting, contract management, and invoice processing.
    - Judgmentally selected six (6) PPAs, based on the American Institute of Certified Public Accountants (AICPA) small sampling guidance, for detailed control testing to include a variety of resource types (solar, wind, hydro) as well as selecting PPAs that were entered into through different means (through an RFP, through project developer outreach, and with a JPA).
    - For the selected six PPAs, tested all supplier invoices for three months (December 2022, March 2023, and June 2023).
- Identified gaps in controls and recommendations for improvements.

Organizational Strengths

During this audit activity, we observed certain strengths of SVP. Key strengths include the following:

- The City employs a structured Front Office / Back Office / Middle Office structure for all its energy transactions to ensure that the different aspects of the transaction process are carried out by independent parts of the organization and that there are internal controls and oversight in place.

- The City has been actively procuring renewable power for several years, and over that time City staff, SVP, and City Attorney has developed expertise with the PPA solicitation, negotiation, and management process.

Baker Tilly greatly appreciates the support of the SVP Resources Division, Settlement Division, and Risk Management Division in conducting this audit activity.

Thank you!

Detailed Analysis

To evaluate SVP's control environment, Baker Tilly created a Risk and Controls Matrix (RCM) based on documentation reviews and stakeholder interviews. The RCM was created to document known risks and mitigation practices based on the SVP's processes and internal controls currently in place and identify opportunities and improvement areas. The RCM was created with the emphasis on the three focus areas that include procurement, contract management, and payment. The matrix documents risks that cover each of the focused operational areas. In addition, the RCM was used to plan the testing for this audit by identifying the risks associated with the current PPA processes, controls in place, and control gaps.

Risk Ref.	Process	Sub-Process	Risk	Risk Description	Control #	Control or Gap
1	Reporting	Needs Assessment	Over or under purchase of renewable energy	An inaccurate needs assessment can result in the overstatement or understatement of needs resulting in either an over-commitment or under-commitment outlined in contracts.	C1	An Integrated Resources Plan is created every 5 years to forecast load resources and is approved by the Board.
2	Reporting	Mandatory Reporting	Required reporting is not completed	Reports may not be submitted resulting in non-compliance with state requirements.	C2	The Resource Analyst tracks the report requirements and attests to the accuracy of the report.
3	Reporting	Mandatory Reporting	Required reporting is not completed	Reports may not be submitted resulting in non-compliance with state requirements.	C3	Management monitors compliance with submission requirements by tracking an established Key Performance Measure.
4	Reporting	Mandatory Reporting	Inaccurate reports are submitted	Unapproved reports may be submitted which could cause inaccurate reporting.	C4	The RPS and PCL reports are reviewed for accuracy prior to submission to the CEC.
5	Contract Administration	RFP Development	Weak/Inaccurate RFP	An RFP is issued that is not adequately vetted and developed with the review and validation of specifications the City needs to be achieved.	Gap	There is not currently a formally documented RFP development process to ensure all required specifications are included.
6	Contract Administration	RFP Development	Unapproved RFP	An Unapproved RFP is distributed without validation of legal and performance specifications.	Gap	There is not currently a formal RFP approval process including documentation of approvals.
7	Contract Administration	Evaluation	Unreliable or Noncompliant Supplier	The city may enter into contracts with unreliable or noncompliant energy providers.	C5	The City Attorney approves the PPA during negotiations and reviews that CEQA requirements are met.
8	Contract Administration	Evaluation	Improper evaluation of suppliers	Outdated supplier evaluation criteria and weights are used leading to the selection of an unqualified supplier.	C6	Evaluation criteria and weights are developed/decided based on each RFP.

Risk Ref.	Process	Sub-Process	Risk	Risk Description	Control #	Control or Gap
9	Contract Administration	Evaluation	Improper evaluation of suppliers	Projects proposed by Developers are not evaluated leading to the selection of an unviable project.	C7	An evaluation tool is used to evaluate all potential projects for viability.
10	Contract Administration	Evaluation	Financially unqualified supplier	Supplier financial and credit clearance not completed, and financially unviable supplier is chosen to provide services.	C8	Energy Risk Manager completes financial/credit evaluation.
11	Contract Administration	Contract Execution	Unapproved PPA executed	Supplier PPA executed without proper review and approval(s).	C9	City Attorney and City Manager approve all PPAs before execution. City Council approval is required for PPAs over $250,000.
12	Contract Management	Contractual Guarantees	Noncompliance to contractual development timelines	Projects are delayed due to noncompliance with contractual development timelines.	C10	The lead PPA negotiator monitors the contract milestones using a Project Tracker.
13	Contract Management	Contractual Guarantees	Unsatisfied Commercial Operations Deadline (COD) criteria	Commercial Operations Deadline criteria are not met prior to Commercial Operations commencement.	C11	The City Attorney verifies that requirements are included in the PPA before execution.
14	Contract Management	Contractual Generation Guarantees	Supplier noncompliance with generation requirements	Suppliers do not meet generation requirements.	C12	Performance assurances are placed in contracts to ensure generation requirements are met.
15	Contract Management	General	Unacceptable environmental impacts/changes in law and regulations	Suppliers are unable to meet environmental legal and/or environmental changes and requirements.	C13	If supplier is out of compliance, the CEC will not accept it and WREGIS will not allow a REC to be generated. Payment will be withheld for invalid RECs or non-compliance.
16	Contract Management	General	Enforceability of contracts	Weak legal constraints do not allow for feasible contract enforcement.	C14	Use and application of appropriate legal clause and constraints to support City objectives.
17	Contract Management	General	Severe weather event	The potential risk of severe weather events causing disruption in service and meeting contractual obligations.	C15	There are related contract assurances in place in the PPAs.
18	Contract Management	General	Project Delays	Delay in completion of project due to equipment delays or project startup delays in development resulting in the City not obtaining the power needed based on projected timeline.	C16	There are financial penalties and assurances language in the PPAs.

Risk Ref.	Process	Sub-Process	Risk	Risk Description	Control #	Control or Gap
19	Contract Management	REC-Renewable Energy Credit	Generation totals do not match REC quantities	Invoice totals do not match REC quantities transferred by suppliers.	C17	Generation data is tracked from supplier invoices. REC quantities are reconciled to generation totals from invoices.
20	Payment	Verification of Charges	Inaccurate payments	The CAISO invoice is not accurate leading to inaccurate billings and payments.	C18	The Power Accountant receives MWh from CAISO and confirms amount with counterparty before receiving the invoice.
21	Payment	Verification of Charges	Inaccurate payments	The invoice is not accurate leading to inaccurate billings and payments.	C19	The Division Manager ensures the ZEMA model output matches the supplier invoice and approves payment.
22	Payment	Verification of Charges	Unauthorized payments	Unauthorized payments are made.	C20	Payment packages are sent to back-office management for review and approval before payment processing by Accounts Clerk.
23	Payment	Verification of Charges	Inaccurate rates are charged	Rates that are not in accordance with the contract rates are charged and paid.	Gap	There is not currently a rate review process that occurs upon invoice payment.
24	Payment	Supplier payments	Duplicate/over payments	Duplicate/over-payments are made.	C21	There is a system control that prevents duplicate payments being made on the same invoice.
25	Process Monitoring	Internal Review	Noncompliance with internal policies	Management is not in compliance with internal risk management policies.	Gap	There is no current process for periodic review of management's compliance with internal policies.

Audit Results

Finding 1: Evaluation and Selection Process

Out of six PPAs reviewed, one was entered into through an RFP issued by SVP, two were entered into through an RFP issued by the JPA, and three had no RFPs because developers (sellers/suppliers) approached the SVP or JPAs directly. The SVP was not able to provide adequate support for four of the sampled PPAs to demonstrate that a supplier and product were evaluated against specific criteria important to the SVP before entering into the PPA. According to the Resource Analyst, the SVP's practice is to create and use evaluation criteria for each PPA project, however, the evaluation documents for these four PPAs are no longer available due to the selected PPAs being entered into several years ago.

Per discussion with Santa Clara management, the City Attorney reviews and approves all PPA terms and conditions during negotiations including reviewing that California Environmental Quality Act (CEQA) requirements are met. There is no formal documentation of this review.

The SVP policy[10] requires analyzing the financial impact of contracts and ensuring all other parties to contracts are financially sound, qualified, and capable of performance. The policy also requires keeping complete records[11].

The RFP process necessitates the SVP to define the objectives and requirements for a purchase and enables the SVP to receive competitive bids to be evaluated against specific criteria. Without solicitation, the SVP cannot ensure that a PPA helps the SVP achieve its goals at an optimum level.

Recommendation

Management should develop a formal evaluation and selection process for all potential PPAs. All evaluation documents, including financial credit evaluations, should be maintained for transparency in accordance with the City's record retention policy.

Management should address the following, among others, in order to align with best practices[12,13]:

- The SVP should implement a standardized RFP development process for a PPA to ensure all required specifications are clearly defined in an RFP and used to evaluate bids received.
- A formal RFP policy for PPAs should be created detailing guidelines to determine the requirements to be included and identifying the individuals who need to approve the RFP before issuance (City Attorney, Risk Manager, City Manager, etc.).
- The process for PPAs procured through non-solicitation should also be formally established and include methods for evaluation, selection, and approval of a supplier.
- Potential suppliers should be vetted for reliability and compliance with relevant laws and regulations to prevent entering into agreements with unreliable or nonconforming suppliers.
- The approved PPA procurement policies should be periodically reviewed and updated, as necessary.

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[10] [1] and [2] of the Section 6.8 Electric Contract Administration, SVP Market Risk Management Regulations [As Revised by Risk Oversight Committee, October 23, 2012]

[11] [3] of the Section 5.0 Internal Controls, SVP Market Risk Management Regulations [As Revised by Risk Oversight Committee, October 23, 2012]

[12] U.S. Department of Energy, "Green Power Purchasing Steps", https://www.epa.gov/green-power-markets/green-power-purchasing-steps

[13] National Association of State Procurement Officials, "State & Local Government Procurement: A Practical Guide", https://county.milwaukee.gov/files/county/administrative-services/Procurement/PagesfromNASPOStateandLocalProcurementGuideCh1-10.pdf

Management Response

Responsible Department(s): Resources

Action Plan:

A procedural guideline for evaluating potential PPA's will be developed and stored on a network drive. This guideline should be flexible enough to accommodate the uniqueness of projects and proposals while applying meaningful controls to ensure an effective balance.

Currently, the Resources department has baseline evaluation templates (excel models) that are used to evaluate the economic value of PPA proposals. However, these are not stored in a formal location and the updates to them occur from time to time which could cause confusion. SVP will establish an internal SharePoint site or similar tool that will serve as a resource database for PPA templates, guidelines, and related documents. Additionally, a file repository will be established for each PPA that includes all supporting documentation.

City Code section 2.105.090 gives enterprise funds like electric and water the exception to the City's centralized procurement for electrical power. The market for PPAs is dynamic and fast-moving. As such, there are various methods for entering into PPAs, and Management believes that there are significant internal controls for PPA procurement and payment in place, which can be enhanced as per Baker Tilly's recommendations. Additionally, it is important to note that the document from EPA referenced in the recommendation as best practices for green power purchasing steps are geared towards retail purchasers such as commercial/industrial/corporate electricity customers. Projects at the wholesale electric utility level require different considerations when being evaluated for procurement. They are more difficult to commodify due to the unique value proposition of where they are electrically located, the technologies involved, the status of its site control, interconnection, environmental permitting, etc. The different statuses also mean projects can be available to the market at different times, therefore, if an RFP happens to launch outside of a high value project's availability, SVP could end up missing out on that opportunity. For example, SVP has launched 2 renewable energy RFP's through its Joint Powers Agency, NCPA, and the resulting bids were less favorable than some of the offers presented by project owners outside of the timing of those RFP's. Because of this, it is important to maintain the flexibility to use the most effective and appropriate procurement path for any given situation.

Estimated Completion Date: December 2024[14]

Finding 2: Contract Administration and Management

Based on the interviews with the SVP team, it was found that there was no standard process for administering and managing power purchase agreements. Out of six PPAs reviewed, five PPAs entered into were drafted by the developers or JPAs. According to the SVP management, the SVP team has been working with the City Attorney's Office to standardize the PPA process and contract template. The SVP policy[15] requires ensuring that contracts are written properly. While suppliers may often initiate the initial draft of the PPA, buyers can benefit from developing their own PPA template for the following reasons:

- Customization – With a tailored template, buyers can ensure it aligns precisely with their organizational requirements.
- Efficiency – An in-house template streamlines process by avoiding starting from scratch each time and saves time and effort.
- Control – Buyers maintain control over the language, clauses, and provisions and emphasize critical aspects such as pricing structures and risk allocation.
- Consistency – Standardized terms and conditions ensures consistency across PPAs and enhance clarity.

[14] Please note that the internal audit has not yet verified the completion of the corrective actions. Verification will be conducted during the follow-up audit on all corrective actions outlined in this report.

[15] [3] of the Section 6.8 Electric Contract Administration, SVP Market Risk Management Regulations [As Revised by Risk Oversight Committee, October 23, 2012]

- Legal Review – Buyers' legal teams can review and refine the template to ensure compliance with regulations and best practices.

Additionally, a formal process is not in place to monitor suppliers' compliance with the requirements in the PPAs.

Recommendation

Management should continue to standardize the PPA process and contract template and complete the implementation. Once a comprehensive PPA template is completed, the instructions for creating a draft PPA from a template and finalizing it with appropriate review and approvals should be documented. The SVP should strive to use their drafted PPA template rather than the supplier provided agreement to ensure all required information is included while avoiding the additional time needed to review and approve all the terms and conditions in the supplier provided agreement. This will also help ensure consistency in managing PPAs. If using a supplier provided agreement, a detailed review should be performed using a checklist of all City requirements to ensure all requirements are included.

Additionally, the SVP should implement a formal supplier performance monitoring procedure in which suppliers are periodically assessed for compliance and overall performance, including ensuring the suppliers are in compliance with the following:

- Development timelines
- Commercial operations deadline criteria
- Generation requirements
- Environmental and legal requirements

Detailed reviews of specific PPAs, suppliers, or issues should be conducted on as needed basis. Each PPA should be reviewed in detail periodically to ensure alignment with the City's goals and strategies and changing market conditions.

Management Response

Responsible Department(s): Resources

Action Plan:

As noted, Management is in the process of creating standard forms to build off as starting negotiation points for future PPA's. While it is not practical to have a standard PPA that can be ready for all types of projects, SVP will prepare a power purchase agreement in consultation with the City Attorney's Office prior to release of an RFP. In the event SVP elects to purchase or sell renewable energy, renewable energy credits, or resource adequacy through a Western System Power Pool (WSPP) confirmation, SVP shall use a template confirmation which has been approved by the City Attorney's Office. In some cases, when practical, counterparty's template will be used subject to SVP staff and City Attorney's Office review.

Management will direct staff to maintain a summary of all PPA's that inventory key commercial terms. This will serve as a useful guide to refer to for consideration when negotiating future PPA's.

For SVP's future targeted RFP's for PPA's, management will design and establish upfront criteria for the targeted type(s) of resources before launch and develop a standard form PPA as the starting form for negotiations.

After a PPA is signed, the overall management of the different components is delegated to the responsible business teams. At present, the utility does not have a dedicated position responsible for management of executed PPAs. Given the number of PPA's (see table in Intro section) and the limited number of staff available, creating a position in the Middle Office team, like other electric utilities, may benefit the Front Office team, the

Back Office team, and overall PPA management. Currently, the City is undertaking an organizational assessment of SVP by an outside consulting firm. The purpose of the study is to review and make recommendations to enhance the organizational and staffing structure of the enterprise.

Estimated Completion Date: December 2025

Finding 3: Invoice Verification and Payment

For non-JPA/NCPA invoices, the SVP utilizes invoice tracking spreadsheets to reconcile the generation and rates billed to them with the CAISO reports. Our testing revealed that one of our sampled invoices did not match the CAISO report. According to the Settlements Group Division Manager, the CAISO report had an error which has since been corrected. However, there was no explanation in the supporting documents for the payment approval as to how it was determined that the CAISO report, not the invoice, included an error. The SVP policy[16] requires wholesale purchases to be verified for payment. It also requires that trade transaction confirmation documents prepared by the supplier agree to the SVP's own records and that exceptions be investigated.

For NCPA invoices, the Division Manager of Settlement reconciles the NCPA All Resources Bill to ensure accuracy of the PPA portion of the invoice and the Division Manager of the SVP Resources Group approves the invoice for payment. There is no written communication from the Division Manager of Settlement to the Division Manager of the SVP Resources Group indicating that the settlement portion has been validated prior to payment.

Recommendation

Management should implement a formalized process to validate supplier invoices and rate calculations completed by NCPA. Verifications performed by SVP should be completed before payments to ensure accurate payments.

A standardized process for reconciling and approving invoices for payment should include the following:

- Reconciliation of generation and dollar amounts with CAISO reports, utilizing an invoice tracking sheet for all PPAs.
- Review of reconciliation performed including evidence of review (signature).
- Verification of the rates invoiced with the approved contracted rate.
- Formal approval process with signature on invoices.

Management Response

Responsible Department(s): Resources and Settlements

Action Plan:

- CASIO Settlement of PPAs – A CAISO process procedure has been documented and is currently in place as of June 2024.
- NCPA Settlement of PPAs – A SNCL NCPA Settlement Procedure has been created as of June 2024.

Estimated Completion Date: June 2024[14]

[16] [2] and [4] of the Section 6.5 Power Trading Division (Back Office), SVP Market Risk Management Regulations [As Revised by Risk Oversight Committee, October 23, 2012]

Finding 4: Reporting

The RPS is one of California's key programs for advancing renewable energy. The program sets continuously escalating renewable energy procurement requirements for the state's load-serving entities. The RPS requires generation to be procured from RPS-certified facilities. The RPS compliance report is filed annually through the CEC online portal and is attested to by the Resource Analyst. Per SVP management, the RPS reporting process for the data cannot be reviewed prior to submission because the numbers are directly sent from WECC's WREGIS system to CEC for verification. The narrative section of the report is reviewed by a separate individual prior to submission, however, there is no formal documentation of this review.

The SVP policy[17] requires internal controls such as segregation of duties and accurate reporting to be integrated into all activities of the business.

The purpose of an independent review is to ensure that the information presented in the report is valid, complete, and free from errors or biases. By having an independent reviewer verify the accuracy of the report, the SVP can enhance accountability, compliance, and confidence in the reported data.

Recommendation

The Assistant Director (or another qualified individual) should review and approve all required reports prior to submission to the California Energy Commission to prevent inaccurate reporting and to ensure all state requirements are met. The review should be evidenced in writing (signature).

Management Response

Responsible Department(s): Resources

Action Plan:

Management concurs with Recommendation 4 and will enact the following step to ensure accountability:

- SVP will have an Assistant Director, Sr. Division Manager, Division Manager, or Program Manager review the annual data in the RPS portal and be the Verification Attestant electronic signatory as the final step in the portal submittal process. This will ensure a final check and balance.

Additionally, it is important to note that the RPS compliance report data that is validated for the RPS is also validated through the CEC's Power Source Disclosure Program (PSD) and all RECs are generated and transferred through from WECCS's WREGIS system. The PSD has three levels of attestation. REC retirements are sent to the CEC through an independent WREGIS verification process, and then SVP reports category compliance on a separate CEC RPS web portal. In addition, SVP must submit all PPA agreements to the CEC for approval and adherence to the RPS requirements. SVP does a formal review of the RPS Narrative document. Because of these redundancies and cross-checks, it is not efficient to have an additional reviewer duplicate the efforts of the original compiler, however, as noted above, it makes sense to have a higher-level employee sign off to ensure the analyst has completed the steps required to move through the process.

Per Finding #4, SVP will enact the following step to ensure accountability:

SVP will have an Assistant Director, Sr. Division Manager, Division Manager, or Program Manager review the annual data in the RPS portal and be the Verification Attestant electronic signatory as the final step in the portal submittal process and. This will ensure a final check and balance.

Estimated Completion Date: July 2024[14]

[17] Section 5.0 Internal Controls, SVP Market Risk Management Regulations [As Revised by Risk Oversight Committee, October 23, 2012]

26-797 Agenda Date: 8/18/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of June 2026

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during June 2026. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 10, 2026 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2026-27 Operating, Debt Service, and Capital Budget which runs from April 1, 2026 to March 31, 2027. Significant expenditures (greater than $5,000) paid in June 2026 include:

- Payments totaling $32.925.00 to Canyon Oaks Ventures LLC for Stadium Market Research
- Payments totaling $199,095.94 to the City of Santa Clara for the following:
  - $197,169.50 for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
  - $1,926.44 reimbursement of G&A non-payroll costs (e.g., Stadium Authority office expenses)
- Payment totaling $1,094,824.31 to Forty Niners SC Stadium Company, LLC for Communities Facilities District (CFD) Advance Payment - Principal & Interest
- Payment totaling $1,624,587.36 to Forty Niners Stadium Management Company, LLC for June 2026 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payments totaling $34.830.30 for Legal Services (April & May 2026)
- Payment totaling $22,510.00 to KPMG LLP for Audit Services
- Payment totaling $12,025.50 to RWDI USA LLC for Stadium Noise Monitoring Services (November 2025 to April 2026)
- Payment totaling $269,562.50 to SCC Electric Inc for Capital Expense (CapEx) Project: Radio Booth Cabling - Phase I

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-

client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact to the Stadium Authority is $3,291,460.17.

COORDINATION

This report has been coordinated with the Executive Director and Stadium Authority Counsel's Offices.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for June 2026.

Reviewed by: Linh Lam, Acting Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. June 2026 Stadium Authority Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of June 2026

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
06/12/26	Canyon Oaks Ventures LLC	0003	Stadium Market Research (March 2026)	Operating	$ 5,700.00	
06/12/26	Canyon Oaks Ventures LLC	0004	Stadium Market Research (April 2026)	Operating	675.00	
06/30/26	Canyon Oaks Ventures LLC	0005	Stadium Market Research (May 2026)	Operating	15,075.00	
06/30/26	Canyon Oaks Ventures LLC	0006	Stadium Market Research (June 2026)	Operating	4,275.00	
06/30/26	Canyon Oaks Ventures LLC	0007	Stadium Market Research (June 2026)	Operating	7,200.00	
						$ 32,925.00
06/08/26	City of Santa Clara	N/A	B2611 SCSA Admin Payroll Costs	Operating	93,011.34	
06/18/26	City of Santa Clara	N/A	B2612 SCSA Admin Payroll Costs	Operating	104,158.16	
06/30/26	City of Santa Clara	N/A	Reimbursement of General & Administrative Costs	Operating	1,926.44	
						199,095.94
06/30/26	Consor PMCM Inc.	24-070 TO2-05	CapEx Project: Project and Construction Management Firm	CapEx		1,099.26
06/18/26	Forty Niners SC Stadium Company, LLC	N/A	Community Facilities District (CFD) Advance Payment - Principal & Interest	Debt Service		1,094,824.31
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Engineering	Operating	302,745.80	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Groundskeeping	Operating	61,882.32	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Guest Services	Operating	40,891.45	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Insurance	Operating	99,807.89	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Other General & Administrative	Operating	91,416.64	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Stadium Builder License Sales & Service	Operating	205,667.19	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Security	Operating	199,137.83	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Use of StadCo Tenant Improvements	Operating	1,274.27	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Stadium Operations	Operating	310,429.67	
06/01/26	Forty Niners Stadium Management Co, LLC	S-INV103041	June 2026 Stadium Manager Expenses - Utilities	Operating	311,334.30	
						1,624,587.36
06/12/26	[redacted]	1556058	April 2026 Legal Services	Operating	[redacted]	
06/12/26		1556057	April 2026 Legal Services	Operating		
06/30/26		1558849	May 2026 Legal Services	Operating		
						34,830.30
06/30/26	KPMG LLP	8006633094-1	SCSA Audit Services	Operating		22,510.00
06/30/26	RWDI USA LLC	ARIV0010744	Stadium Noise Monitoring Services (November 2025 to February 2026)	Operating	8,265.50	
06/30/26	RWDI USA LLC	ARIV0011159	Stadium Noise Monitoring Services (March to April 2026)	Operating	3,760.00	
						12,025.50
06/30/26	SCC Electric Inc	Application 1	CapEx Project: Radio Booth Cabling - Phase I	CapEx		269,562.50
			June 2026 Total			**$ 3,291,460.17**

26-571 Agenda Date: 8/18/2026

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Agreement with Superior Alarm Systems for Security Integrator Systems at Levi's Stadium For a Not-to-Exceed Amount of $1,838,022, Inclusive of All Contract and Option Years, and Delegation of Authority for Future Amendments.

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate it as a high-quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…"

Levi's Stadium is a large-scale, high-profile venue that serves a significant number of patrons and is subject to heightened security expectations and obligations, including compliance with applicable laws, regulations, and industry standards governing public safety, critical infrastructure protection, and risk management. Maintaining a robust, reliable, and continuously updated security infrastructure supported by qualified experts remains essential to protecting the venue, its operations, and its guests.

The Stadium Manager is requesting a delegation of authority to enter into a long-term agreement with a qualified security integrator. All services will be performed pursuant to executed task orders.

The Stadium Manager has not previously had a contract with a security integrator. As Levi's Stadium's security infrastructure continues to age and security technologies rapidly evolve, the Stadium requires specialized expertise to support the design, integration, maintenance, and modernization of critical security systems, including video surveillance, access control, perimeter protection, and centralized command-and-control systems. The security integrator would also support event-day operations, cybersecurity coordination, system upgrades, lifecycle planning, and interoperability with public safety agencies.

Additionally, the security integrator will coordinate with Stadium vendors, contractors, and project teams to ensure security requirements are incorporated into Stadium projects and infrastructure improvements. Due to the sensitive nature of the Stadium's security systems and information, maintaining a single long-term security integrator is critical to preserving operational continuity, limiting access to confidential systems, and reducing security risks associated with multiple short-term providers. The agreement will also support compliance with applicable federal laws and regulatory requirements, including the Support Anti-terrorism by Fostering Effective Technologies (SAFETY) Act of 2002, which are necessary to maintain a reliable, adaptable, and compliant security program.

On September 25, 2025, the Stadium Manager issued a Request for Proposals (RFP) to select a security integrator to provide on-call, as-needed, professional security integrator services for Levi's Stadium. Interested proposers submitted a letter of interest, corporate qualifications, and executed a Confidentiality and Non-Disclosure Agreement before Stadium Manager provided access to the full RFP. Five proposals were received from the following firms by the RFP due date and time:

1. Convergint
2. EyeP Solutions, Inc. (EyeP)
3. Johnson Controls Security Solutions (JCI)
4. Securitas Technologies (Securitas)
5. Superior Alarm Systems (SAS)

An Evaluation Committee reviewed the proposals in accordance with the criteria established in the RFP. All five firms satisfied the minimum submission requirements. The evaluation process consisted of two phases. During Phase I, proposals were evaluated based on qualifications and responsiveness to the RFP requirements. Firms receiving the highest scores and meeting the minimum qualifications advanced to Phase II, which included interviews, presentations, and cost evaluations. Following completion of Phase II, Superior Alarms Systems (SAS) was determined to provide the best overall value based on the evaluation criteria set forth in the RFP. The Stadium Manager subsequently entered negotiations with SAS and successfully negotiated the proposed rates and fees.

As such, the Stadium Manager is requesting Stadium Authority Board (Board) approval for the following actions for a service agreement for security integrator systems services:

1. Approve and authorize the Stadium Manager to enter into an agreement with Superior Alarm Systems (Attachment 1) to provide on-call, as-needed professional security integrator services at Levi's Stadium for an initial term of five (5) years commencing August 19, 2026, and expiring August 18, 2031, with five (5) optional one-year extensions through August 18, 2036 ("Agreement") with a total not to exceed of One Million Eight Hundred Thirty Eight and Twenty Two Dollars ($1,838,022.00). The term for each fiscal year is contingent on the SCSA approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreement by five (5) one-year extension periods through August 18, 2036; and (b) adjust labor rates for each one-year extension by up to five percent (5%) annually, in accordance with the terms and conditions associated with rate increases in Exhibit B of the Agreement.

3. Authorize the Stadium Manager to execute and administer task orders with SAS to perform services for approved security department budgeted items approved as part of the Stadium Authority annual budget process during any fiscal year within the initial term and any extension periods, consistent with the terms and funding limitations set forth therein.

DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo and supporting documents for consistency with the Stadium Authority Procurement Policy and Santa

Clara City Code Chapter 2.105.140(c) (Competitive requirements for purchases - Formal requests for proposals for agreements with an amount over $250,000). As described above and in the Stadium Manager's Recommendation for Award memo, the Stadium Manager implemented an RFP process and received five (5) proposals, and through the evaluation and subsequent negotiations process is recommending award of the agreement to Superior Alarm Systems (SAS), the proposer offering the best value.

The Stadium Manager is proposing an initial five-year term (August 19, 2026 through August 18, 2031). Exhibit B of the Agreement outlines established pricing for ongoing hourly rates for as-needed services and reflects up to a 5% increase year over year.

The Agreement includes a provision allowing for annual rate adjustments in contract years six through ten (August 19, 2031 through August 18, 2036), limited to five percent (5%) annually or the Employment Cost Index (ECI) for Wages and Salaries for Private Industry Workers, as published by the U.S. Bureau of Labor Statistics, whichever is lower, should the Stadium Manager elect to exercise the option years.

Compensation for services to be performed under this Agreement will be set forth in each Task Order and will be funded through the approved Capital Expense budget items and approved Stadium Manager's Shared Stadium Expense budget items as part of the Stadium Authority's annual budget process for each year of the Agreement. For Shared Stadium Expenses, the Stadium Authority is responsible for fifty percent (50%) of the cost of the security integrator's services.

Approved SCSA budget for Capital Expenditure (Cap Ex) security projects for Fiscal Year 2026/27, as shown in the table below:

Project Name	Total
Install Stadium Camera Booths Card Readers	$ 96,558
Enhance Stadium Security Access Control (2020/21 Carryover)	$ 270,133
Security General Allowance (2023/24 Carryover)	$ 98,019
Stadium Camera Coverage Upgrade (2024/25 Carryover)	$ 574,750
Security General Allowance	$ 261,187
Surveillance-Cameras	$ 287,375
Total	$ 1,588,022

The Agreement does not guarantee any minimum amount of work or compensation to the security integrator. The compensation for each Task Order will not exceed the approved budget item. The Agreement does not authorize any new or additional spending beyond what is approved through the Stadium Authority's annual budget process.

Because of the security nature of the planned improvements, the Stadium Manager will coordinate with the Santa Clara Police Department (SCPD) and partner agencies on all security system upgrades and related security projects at Levi's Stadium prior to implementation. This coordination is important to ensure that security integrator projects are aligned with SCPD's public safety and operational needs and that proposed improvements support effective security and emergency

response at the Stadium. During major events, the Stadium Manager coordinates with SCPD and the U.S. Department of Homeland Security (DHS) on security planning and operations to support a coordinated approach to public safety and event security. Staff recommendation to direct the Stadium Manager to coordinate these improvements is included in this report.

Based on the documentation provided, staff recommend approval of the Stadium Manager's requests and additional delegated authority to the Stadium Manager to execute amendments to the Agreement as approved by the Executive Director, and to issue and execute work orders for the Agreement, up to the not-to-exceed amounts for each contract year, subject to budget appropriations.

The Stadium Authority Counsel's Office has reviewed the Agreement for comparison to the Stadium Authority's customary language. Nothing in the Agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of existing public or private facilities involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The total not-to-exceed amount for the initial five-year term of the Agreement is $1,838,022, consisting of $250,000 in Shared Stadium Expenses (50/50) and $1,588,022 for approved Cap Ex security projects for Fiscal Year (FY) 2026/27. The requested not-to-exceed amount does not cover costs for the entire Agreement term and will be subject to future Board approved budgets for security Cap Ex and Shared Stadium Expense projects.

The Stadium Authority FY 2026/27 Budget includes Shared Stadium Expenses, such as costs associated with conducting comprehensive security system assessments. In accordance with the Stadium Lease, most Shared Stadium Expenses are allocated 50/50. There are sufficient funds in the FY 2026/27 Shared Stadium Expenses budget to cover the Stadium Authority's fifty percent (50%) share of the projected $250,000 in Shared Stadium Expenses, up to $125,000.

The Stadium Authority FY 2026/27 Budget also includes $1,588,022 for Stadium Authority-approved Cap Ex security projects. This amount includes $96,558 for Stadium Camera Booth Card Readers, $270,133 for the Enhance Stadium Security Access Control project, $98,019 for the Security General Allowance, $574,750 for the Stadium Camera Coverage Upgrade, $261,187 for the Security General Allowance, and $287,375 for Surveillance Cameras.

The Stadium Manager will request future Stadium Authority approvals to amend the Agreement to

increase the aggregate not-to-exceed amount to reflect future budgets approved by the Stadium Authority for security Cap Ex and Shared Stadium Expense projects. The Agreement does not guarantee any minimum amount of work or compensation to the security integrator, and all work will be performed pursuant to written task orders.

A delegation of authority is requested to authorize the Executive Director to approve amendments to extend the Agreement for years six through ten (August 19, 2031 through August 18, 2036) and increase labor rates by up to five percent (5%) for each one-year extension period, consistent with the terms of the Agreement. Any such extensions and adjustments will remain subject to available Stadium Authority budget appropriations, including annual approval by the Board.

The term for subsequent fiscal years and any expenditures under the Agreement are conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the Agreement, as required under Santa Clara City Code Section 17.30.100.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the Stadium Manager to enter into an agreement with Superior Alarm Systems (Attachment 1) to provide on-call, as-needed professional security integrator services at Levi's Stadium for an initial term of five (5) years commencing August 19, 2026, and expiring August 18, 2031, with five (5) optional one-year extensions through August 18, 2036 ("Agreement") with a total not to exceed of One Million Eight Hundred Thirty Eight and Twenty Two Dollars ($1,838,022.00). The term for each fiscal year is contingent on the SCSA approving the applicable fiscal year's budget, including amounts due under the Agreements.
2. Authorize the Stadium Authority Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreement by five (5) one-year extension periods through August 18, 2036; and (b) adjust labor rates for each one-year extension by up to five percent (5%) annually, in accordance with the terms and conditions associated with rate increases in Exhibit B of the Agreement.
3. Authorize the Stadium Manager to execute and administer task orders with SAS to perform services for approved security department budgeted items approved as part of the Stadium Authority annual budget process during any fiscal year within the initial term and any extension periods, consistent with the terms and funding limitations set forth therein.
4. Direct the Stadium Manager to coordinate with the Santa Clara Police Department (SCPD) and partner agencies on all security system upgrades and related security projects at Levi's Stadium prior to implementation.

Reviewed by: Kenn Lee, Acting Assistant City Manager / Chief Financial Officer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Draft Agreement with Superior Alarm Systems
2. Stadium Manager's Recommendation Memo

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
ON-CALL PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SECURITY INTEGRATOR SERVICES

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Superior Alarm Systems with its principal place of business at 9001 Canoga Avenue, Canoga Park, CA, 91304 ("Consultant"). Stadium Manager and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Stadium Manager is a public agency of the State of California and is in need of professional services for the following project:

> Professional integrator services that include designing, engineering and drafting scopes of work, managing subcontractors, sourcing and procuring the best-value products, arranging for timely installation services when needed, providing ongoing support, including security system maintenance, staff training, emergency response, and security system monitoring to ensure the security system operates optimally without interruption (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Stadium Manager on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for Stadium Manager to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Stadium Manager with the services described in the Scope of Services attached hereto as Exhibit A. The services shall be more particularly described in the individual Task Order issued by the Stadium Manager or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit C.

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the

Schedule of Charges attached hereto as Exhibit B and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Agreement by Stadium Manager to Consultant, in the aggregate, will not exceed One Million Eight Hundred Thirty Eight Thousand Twenty Two Dollars ($1,838,022.00) subject to budget appropriations.

b. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Stadium Manager, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Stadium Manager by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Stadium Manager and executed by both Parties before performance of such services, or the Stadium Manager will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Stadium Manager.

5. Time of Performance.

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the Stadium Manager. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither Stadium Manager nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Stadium Manager, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subcontractor

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Stadium Manager, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Stadium Manager. No employee or agent of Consultant shall become an employee of Stadium Manager. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Stadium Manager as herein provided.

11. Insurance. Consultant shall not commence work for the Stadium Manager until it has provided evidence satisfactory to the Stadium Manager it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Stadium Manager.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, and the City of Santa Clara, their officials, officers, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Stadium Manager, and provided that such deductibles shall not apply to the Stadium Manager as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for any auto, including those owned, non-owned, hired or otherwise operated or used by or on behalf of Contractor, in a form and with insurance companies acceptable to the Stadium Manager.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, and the City of Santa Clara, their officials, officers, employees, agents and designated volunteers additional insured status.

(iv) Subject to written approval by the Stadium Manager, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Stadium Manager as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Stadium Manager and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Cyber Liability

At all times during the performance of the work under this Agreement the Consultant shall maintain cyber liability insurance for losses arising from destruction or corruption of data,

including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures.

f. Umbrella/Excess Liability

At all times during the performance of the work under this Agreement the Consultant shall maintain umbrella or excess liability insurance that is follow form to and provides excess coverage over the liability policies specified above.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Limits of Insurance
Commercial General Liability	$2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$5,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	$3,000,000 per claim
Umbrella/Excess Liability	$10,000,000 per claim and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Stadium Manager evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the Stadium Manager at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Stadium Manager at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Stadium Manager or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the Stadium Manager, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Stadium Manager, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Stadium Manager and shall not preclude the Stadium Manager from taking such other actions available to the Stadium Manager under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Stadium Manager, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through

surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Stadium Manager, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Stadium Manager has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Stadium Manager will be promptly reimbursed by Consultant or Stadium Manager will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Stadium Manager may cancel this Agreement.

(iii) The Stadium Manager may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Stadium Manager nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

h. Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors or subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Stadium Manager that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name the Stadium Manager as an additional insured using ISO forms CG 20 10 10 01 and 20 37 10 01 or an endorsement providing the exact same coverage. If requested by Consultant, Stadium Manager may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Stadium Manager's choosing), indemnify and hold Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of

the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Indemnified Parties.

b. In addition, Consultant shall be fully responsible for any unauthorized collection, access, use, and disclosure of Privacy Restricted Data, as defined in the Stadium Manager's Privacy and Data Collection Addendum attached hereto as Exhibit D and incorporated herein by this reference (the "Addendum"), and Stadium Manager Data, as defined in Section 15 below, within its possession or control, or within the possession or control of its subcontractors, employees, and any third party that receives the Privacy Restricted Data or Stadium Manager Data from Consultant, including all civil liability, consumer reporting requirements, and consumer credit monitoring requirements arising from any unauthorized access of such Privacy Restricted Data and Stadium Manager Data, and shall indemnify, defend and hold harmless the Indemnified Parties against any claims, suits, investigations, demands, damages, actions, fines, penalties or losses (including reasonable attorneys' fees and costs) in connection therewith, including any breach of Consultant's obligations under the Addendum and/or Consultant's use or disclosure of Privacy Restricted Data in violation of applicable Privacy Laws, as defined in Schedule 1.

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Indemnified Parties free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. It shall be Consultant's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable registration and labor compliance requirements. Proof of such compliance may include Contractor registration with the Department of Industrial Relations, California certified payroll form A-131, statements of non-performance for work not undertaken at any point during the project, DAS 140/142 forms for all apprenticeable crafts or trades, and proper fringe benefits statements. At any time during or subsequent to the full performance of the services under this Agreement, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce complete and adequate compliance records, subject to Stadium Manager and/or the Santa Clara Stadium Authority's satisfaction, prior to release of payment.

d. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Stadium Manager. Consultant shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

15. Data Protection and Security.

As part of the performance of its Services under this Agreement, Consultant will be provided access to certain sensitive information including security and operations related data and other forms of non-public data provided by Stadium Manager to Consultant to enable the provision of Services (collectively, "Stadium Manager Data"). Consultant will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality,

and integrity of the Stadium Manager Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of the Stadium Manager Data. Company agrees to comply with all applicable privacy laws, including, but not limited to, the California Consumer Privacy Act (CCPA), the General Data Protection regulation (GDPR) (when applicable), and any other relevant state, federal, or international laws or regulations pertaining to data privacy and data protections. Company shall comply with the terms and conditions as defined by the Addendum.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17 Termination or Abandonment

a. Stadium Manager has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Stadium Manager shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Stadium Manager shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Stadium Manager and Consultant of the portion of such task completed but not paid prior to said termination. Stadium Manager shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Stadium Manager only in the event of substantial failure by Stadium Manager to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Stadium Manager.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Stadium Manager.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

STADIUM MANAGER:	CONSULTANT:
Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054 Attn: [***INSERT STADIUM MANAGER REP. NAME AND TITLE***]	[***INSERT NAME, ADDRESS & CONTACT PERSON***]

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Stadium Manager and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Stadium Manager and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that

any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Stadium Manager. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Stadium Manager's Right to Employ Other Consultants

Stadium Manager reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Disputes

All disputes between Consultant and the Stadium Manager relating in any way to this Agreement or any work performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq*., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an

arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Consultant and the Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

31. Conflicts of Interest

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its knowledge, no Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, Santa Clara Stadium Authority, or City of Santa Clara officer, employee, or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code Section 87100 and following, and with the Stadium Authority Conflict of Interest Code, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise Stadium Manager if a conflict arises.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND [*INSERT CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
[INSERT NAME]
[INSERT TITLE]

[INSERT NAME OF CONSULTANT]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services defines the general terms and range of services that Consultant may be requested to perform under the Agreement. The Agreement is not a guarantee of work.

1) **General Service Terms:**
   a) **Task Order:**
      i) Except for Service Requests, no Services shall be performed unless authorized by a fully executed Task Order issued by Stadium Manager.
         (1) Consultant may provide the limited services outlined in the section detailing Service Requests in response to a Service Request placed by Stadium Manager without a Task Order.
         (2) Service Requests shall be tracked by Consultant and may be incorporated into a subsequent Task Order or otherwise reconciled as part of the Agreement.
      ii) Upon issuance of each Task Order, the Consultant shall assume full responsibility and accountability for all aspects of project execution, from initiation through final completion, within the scope defined in the applicable Task Order. This shall include, without limitation, project planning, scheduling, resource allocation, procurement, subcontractor engagement and management, installation, system integration and programming, testing, commissioning, and closeout. The Consultant shall ensure that all Services are performed in accordance with the requirements, timelines, and standards set forth in the applicable Task Order.
   b) **Task Order Contents**:
      i) Each Task Order shall, at a minimum, specify:
         (1) Services to be performed
         (2) locations for Services
         (3) schedule and milestones
         (4) deliverables
         (5) assumptions and dependencies
         (6) exclusions
         (7) compensation
         (8) acceptance criteria
   c) **Change Management**: Any modification of a Task Order requires a written change order executed by the Parties that describes, at a minimum, the changes and the resulting impact on schedule and cost.
   d) **General:**
      i) Consultant's normal working days and hours are Monday-Friday between 6:00 a.m. and 5:00 p.m., Pacific Time, excluding Holidays ("Normal Working Hours").
      ii) Consultants' normal business hours are Monday-Friday between 8a.m. and 5p.m. Pacific Time, excluding holidays ("Normal Business Hours").
      iii) Consultant's holidays are: New Year's Day; Martin Luther King Jr. Day, President's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day.
      iv) All work performed shall meet the latest revision of all applicable federal, state, and

local regulations, laws, codes, and regulations.

v) Consultant will utilize trained, licensed, and experienced staff and subcontractors to perform all Services.

vi) Consultant shall comply with the California Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 and comply with all applicable prevailing wage requirements of the State of California, and apprenticeship laws under Labor Code §1777.5 when applicable and required based on the Services assigned via Task Order.

vii) All site access and work schedules are subject to approval by Stadium Manager. Consultant shall comply with all Stadium access, safety, and security requirements and coordinate response and service activities in alignment with Stadium event schedules and operational priorities.

viii) Each party shall designate a primary point of contact for coordination and communication.

ix) Procurement activities shall be conducted in accordance with approved Task Orders and may be subject to Stadium Manager purchasing policies and approval. Stadium Manager reserves the right to supply all or part of the materials or equipment on any project.

2) **Security System and Components:** The Consultant may work with various security components and systems, which include, but are not limited to, the following:
   - **a)** Servers, archivers, and associated infrastructure
   - **b)** Access control systems
   - **c)** Video surveillance (CCTV) systems
   - **d)** Command center hardware and software
   - **e)** Intrusion detection and alarm systems
   - **f)** Perimeter security systems
   - **g)** Intercom and emergency communication systems
   - **h)** IT network infrastructure supporting security systems
   - **i)** Integrations with non-security software and hardware
   - **j)** Software
   - **k)** Any additional security hardware or software identified through system evaluations and necessary to maintain or enhance security at Levi's Stadium
3) **Services:** The Consultant shall provide services which may include, but are not limited to, the following:
   - **a) Assessment, Design & Engineering, & Consulting**
     - **i)** Provide engineering and design services for system enhancements, including, but not limited to, the integration of new technologies, system upgrades, application of software and firmware patches, and replacement of system components.
     - **ii)** Provide ongoing consultation and strategic recommendations related to system performance, scalability, expansion, and lifecycle management, including the identification of end-of-life components and recommended remediation or upgrade paths.
     - **iii)** Prepare project budgets, scopes of work, and technical documentation.
   - **b) System Integration, Configuration & Cybersecurity**
     - **i)** Program, configure, and maintain new and existing security systems to operate within the centralized security platform, ensuring centralized control and data integration
     - **ii)** Ensure all devices and components are fully integrated with existing IT infrastructure

and the centralized security system, as required.

iii) Align security system configuration and operation with Stadium Manager's cybersecurity policies and applicable industry frameworks (e.g., NIST, ISO), as directed by Stadium Manager.

c) Procurement & Implementation

i) Vet, source, and procure security equipment, software, and components, leveraging partnerships and cooperative purchasing agreements where applicable.

ii) Install, configure, and commission security hardware and software components and systems.

iii) Manage software licensing, including renewals and compliance.

d) Project Management & Coordination

i) Manage and oversee all phases of assigned Task Orders, including scheduling, resource allocation, and quality control.

ii) Coordinate with Stadium Manager's IT staff, security personnel, contractors, vendors, and other stakeholders, as necessary, to ensure that all projects account for and do not damage, obstruct, interfere with, or otherwise adversely impact existing or planned Security systems, and that such systems are properly protected and maintained throughout design, construction, and ongoing operations.

iii) Select, vet, and manage subcontractors needed for security projects.

e) Operations, Maintenance & Support, Service Requests

i) Provide ongoing system maintenance, monitoring, and technical support as requested by Stadium Manager.

ii) **Service Requests**: The Consultant shall respond to and resolve system issues, incidents, and emergencies in accordance with the response and resolution times set forth below without a Task Order ("Service Request"). The applicable service priority level shall be assigned by the Stadium Manager at the time the service request is initiated and shall be identified as one of the following: P1 Emergency, P1 IT Emergency, P2 Priority (Non-Emergency), or P3 Standard Service Request. The Consultant shall comply with all response and resolution requirements associated with each service level.

iii) **Time Commitments for Service Requests**: (Applies to All Service Levels):
The time commitment for responses to Service Requests begins upon the Consultant confirming or acknowledging receipt of the Service Request. Service Requests must be submitted via the designated phone number provided to Stadium Manager for service calls and/or the designated email address, as required for the level of service being requested.

(1) Requests submitted via email shall result in the generation of a service ticket, which shall serve as confirmation of receipt and acknowledgment of the Service Request and will begin the time commitment for the Consultant's response.

(2) Response and service timelines are contingent upon the Consultant being provided reasonable access to the site and are subject to safety conditions, traffic, and other factors beyond the Consultant's reasonable control.

iv) **Service Levels:** The following are the service levels and corresponding response times:

(1) **P1: Emergency - Onsite response Required.**

(a) **Service Requests**: Stadium Manager must call the dedicated telephone number AND send an email to the dedicated email address detailing the issue and the

level of service requested.

(b) **Time to First Response**: Consultant will contact the Stadium Manager by telephone within one (1) hour.

(c) **Service Dispatch**: Consultant will dispatch service technician(s) within four (4) hours.

(d) **Arrival of Technician(s) on-site**: Technician(s) will arrive on site within four (4) hours and thirty (30) minutes.

(e) **Availability of Service**: Service is available 24 hours per day, 7 days per week.

(2) **P1: IT Emergency: Remote Support**

(a) **Service Requests:** Stadium Manager makes a service request by calling the dedicated telephone number AND by sending an email to the dedicated email address detailing the issue and the level of service requested.

(b) **Time to First Response**: Consultant will contact Stadium Manager by telephone within one (1) hour.

(c) **On-line Service Begins:** Consultant will have an engineer engaged online to address the issue within four (4) hours.

(d) **Availability of Service**: Service is available 24 hours per day, 7 days per week.

(3) **P2 Priority, Non-Emergency**

(a) **Service Requests**: Stadium Manager makes a service request by sending an email to the dedicated email address detailing the issue and level of service requested.

(b) **Time to First Response**: For requests received and acknowledged during Normal Business Hours, Consultant will contact Stadium Manager within four (4) hours, provided the four (4)-hour response period falls within Normal Business Hours. If any portion of the four (4)-hour response period extends beyond Normal Business Hours, the response time will be suspended at the end of Normal Business Hours and will resume at the start of the next Normal Working Hours period, with the remaining time carried over.

(c) **Service Begins**: Consultant will assign a dedicated technician(s) and/or other resources to address the service request within two (2) business days during Normal Working Hours.

(d) **Availability of Service**: Service is available during Normal Working Hours.

(4) **P3 Standard Service Request**

(a) **Service Request**: Stadium Manager makes a service request by sending an email to dedicated email address detailing the issue and level of service requested.

(b) **Time to First Response**: For requests received during Normal Business Hours, Consultant will contact Stadium Manager within four (4) hours, provided the four (4)-hour response period falls within Normal Business Hours. If any portion of the four (4)-hour response period extends beyond Normal Business Hours, the response time will be suspended at the end of Normal Business Hours and will resume at the start of the next Normal Business Hours period, with the remaining time carried over.

(c) **Service Begins**: Consultant will assign a dedicated technician(s) and/or other resources to address the service request within five (5) business days during

Normal Working Hours.

(d) **Availability of Service**: Service is available during Normal Working Hours.

f) Training & Documentation

i) Provide training to Stadium Manager staff, as requested by Stadium Manager, on system operation, maintenance, and any other topics relevant to operating the security system and its components.

g) Compliance

i) Ensure all services, designs, and installations comply with applicable local, state, and federal regulations, as well as league-specific requirements, including NFL Security Best Practices and SAFETY Act considerations

ii) Consultant will support compliance efforts related to security systems but does not assume responsibility for overall regulatory compliance of Stadium operations.

4) **Licensing, Compliance, and Access Requirements**

a) The Consultant shall, at all times during the Term of this Agreement, including any extensions thereof, maintain all licenses, certifications, registrations, and qualifications required to perform the services described herein, in accordance with all applicable federal, state, and local laws, codes, and regulations. Such requirements shall apply equally to the Consultant and its employees, subcontractors, agents, and representatives.

b) The Consultant shall maintain valid, active California C-7 Low Voltage Systems Contractor and C-10 Electrical Contractor licenses, both in good standing with the California Contractors State License Board (CSLB), for the Term of this Agreement, including any extensions. The Consultant shall be fully qualified to perform low-voltage system installation and all required electrical work under these licenses.

c) All work requiring a C-7 or C-10 license shall be performed either directly by the Consultant or by properly licensed subcontractors, subject to prior approval by the Stadium Manager. The Consultant shall remain fully responsible for all work performed by the subcontractor.

d) The Consultant shall ensure that all personnel, including employees, subcontractors, agents, and representatives, comply with all Stadium Manager data security, cybersecurity, and information technology policies and procedures, as may be updated from time to time. This includes, but is not limited to, executing any required confidentiality, non-disclosure, data access, or similar documentation as a condition of access to systems, networks, or sensitive information. Consultant's obligations are limited to systems and services within the scope of work defined under each Task Order.

e) The Consultant shall ensure that all such personnel comply with all Stadium Manager access, badging, and security requirements, including background checks, credentialing, training, and site-specific protocols necessary to perform work at Levi's® Stadium.

f) The Consultant shall remain responsible for the acts and omissions of its personnel, and any subcontractors within the scope of services performed under this Agreement.

g) Failure to comply with the requirements of this section may result in denial or revocation of access to Stadium facilities, systems, or projects.

5) **Warranties and Equipment:**

a) Equipment and material furnished by Consultant shall be new and shall be of commercial quality. Used, reconditioned, or discontinued models and materials are not acceptable.

b) The warranty period for Consultant-provided equipment and materials shall be one (1) year or equal to the manufacturer's warranty, whichever is longer. Manufacturer warranties for

all security equipment, components, and parts, both software and hardware, will be passed to Stadium Manager.

c) Consultant agrees to provide a 1-year labor warranty. Such warranty shall commence upon the date of acceptance of Consultant's work by the Stadium Manager

d) Consultant guarantees that the labor, equipment and materials used are within the specified guidelines and recommendations of the manufacturer. Consultant shall replace failed and/or defective equipment and parts supplied and/or installed by Consultant that are under warranty. Such cost, if any, shall be incurred by Consultant. Consultant shall be responsible for defects in labor and materials provided by Consultant. Consultant shall not be responsible for defects arising from third-party equipment, manufacturer defects, or modifications performed by others.

e) Consultant shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Consultant. Notification by Consultant shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

f) Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, Stadium Manager may make corrections or replace materials or services and charge Consultant for the cost incurred by Stadium Manager.

6) Confidentiality of Material

a) All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

7) Project Management

a) Consultant shall assign an Account Executive as the main contact for the Stadium Manager during the Term, and any extensions thereof, of the Agreement. Notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly provided in writing to Stadium Manager.

b) Consultant will designate a primary point of contact; however, responsibilities may be supported by a broader team depending on Task Order scope.

8) **On-Site Rules:**

a) Consultant will comply with all building code requirements, if applicable. The Stadium Manager will not accept Consultant 's work unless it meets all applicable building code requirements.

b) Consultant will follow the Public Health Orders issued by the Santa Clara County Health Department. The Public Health Order updates can be accessed online at

https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

c) Consultant will use necessary safety equipment when on-site. Safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

d) Consultant will provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by Consultant shall be immediately repaired or replaced at Consultant 's sole expense in a manner acceptable to and approved by Stadium Manager.

e) In all active work areas, Consultant, and its subcontractors, will provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work but also includes areas below the work. Levi's® Stadium is an active building containing employees, guests, and other Consultants daily. Consultant shall be responsible for keeping others out of their active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

f) At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

g) Consultant shall park in only approved designated parking areas as identified by Stadium Manager.

h) No smoking, drugs, or alcohol permitted on site

i) Consultant will schedule work hours with the Stadium Manager.

j) Consultant will coordinate employee break areas with the Stadium Manager. All lunch and break debris generated by the Consultant must be disposed of immediately in appropriate containers (i.e., glass, aluminum, cardboard, etc.).

k) No radios, iPods, music devices with earbuds, etc. are allowed.

l) Consultant will contact Stadium Manager immediately should any incidents occur or if any conflicts with these onsite rules should arise.

m) Consultant and all subcontractors must register in the Stadium Manager's visitor management and access control system in order to enter the Stadium.

n) Consultants and all employees must stay in their area as required and defined in the Project scope of work. Any Consultant employee found outside of the authorized Project area will be removed from the property and may not return to the site.

o) Consultant Equipment / Vehicles – Consultant shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager. Equipment shall display markings identifying the following information for each piece of equipment while on site: Consultant's company name, contact name, and phone number.

- **i)** Equipment requiring this information includes, but is not limited to, the following types of equipment: Material Handling Equipment (such as Forklifts and Pallet Jacks), Golf Carts, Flatbeds, Manlifts, Vehicles, Job Boxes, Trailers,.

p) Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

9) **Social Media Policy**

a) This policy governs Consultant's use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

b) The Consultant (and all employees) are prohibited from the following:

i) Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.

ii) Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Consultants and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.

iii) Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.

10) Use of Subcontractors

a) Quotations for services shall be submitted to Stadium Manager for review and approval before any work can begin. Each quotation will identify all subcontractors that Consultant plans to utilize to perform the work along with a description of the scope of work to be performed by subcontractors.

b) All subcontractors proposed by Consultant to perform work are subject to approval by Stadium Manager.

c) Consultant shall be responsible for the management and performance of all approved subcontractors performing work under its direction within the scope of the applicable Task Order.

d) Consultant shall ensure that all subcontractors of every tier engaged to perform any portion of the work meet the following requirements, if applicable and required based on the project assigned via Task Order:

i) Hold all valid and active licenses, certifications, and registrations required by the State of California, County of Santa Clara, or City of Santa Clara.

ii) Be currently registered with the California Department of Industrial Relations (DIR) as a public works Consultant pursuant to Labor Code §1725.5 and comply with all applicable prevailing wage requirements of the State of California, and apprenticeship laws under Labor Code §1777.5, if applicable to the services being performed.

iii) Maintain valid workers compensation insurance which meets all requirements of the State of California.

iv) Comply with all policies, regulations, and safety protocols, of the Stadium, including job site security, background checks (if applicable), access control, and environmental standards.

v) Attend any required preconstruction or compliance meetings as directed by Stadium Manager.

vi) Comply with all requirements of the Agreement between Stadium Manager and Consultant.

vii) Maintain insurance coverage, licenses, and qualifications consistent with the requirements of this Agreement. Upon request, Consultant shall provide documentation demonstrating subcontractor compliance.

EXHIBIT B

SCHEDULE OF CHARGES

This Exhibit B outlines the rates and fees for Services provided by Consultant. Consultant shall submit itemized invoices detailing all materials (including any non-taxable materials), equipment, dispatch and portal to portal travel charges, subcontractor charges, and Consultant labor charges. Labor shall be broken down by defined labor categories, and for each category the invoice shall identify the personnel performing the services, the applicable billing rates, and the number of hours worked. For equipment, the invoice shall identify the billed amount for each item and the manufacturer's suggested retail price (MSRP) for each item. For materials and subcontractor charges, the invoice shall identify the Consultant's cost and any applicable markup, which shall be separately stated. Any mutually agreed-upon unexpected costs to be reimbursed by Stadium Manager shall be approved in writing by Stadium Manager prior to Consultant incurring them, provided Consultant has furnished proper documentation of such authorized expenses as Stadium Manager may reasonably request. This is a time-and-materials contract.

Stadium Manager is using Coupa, a business spend management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Consultant shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

I. Labor Rates

Except for Service Requests, which shall be billed in accordance with the Service Request Rates set forth in this Exhibit B, all other Services performed under the Agreement shall be billed on a time-and-materials basis at the applicable hourly labor rates specified herein, based on the actual hours worked.

All labor rates set forth in this Exhibit B are fully burdened and inclusive of all costs incurred by Consultant in the performance of the Services, including, without limitation, wages, payroll taxes, fringe benefits, insurance, supervision, tools, overhead, administrative expenses, and profit.

a. **Normal Working Hours**: Consultant's normal working hours ("Normal Working Hours") shall be defined as 6:00 a.m. to 5:00 p.m., Monday through Friday, excluding federally recognized holidays.

b. **Normal Business Hours**: Consultant's normal working hours ("Normal Business Hours") shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding federally recognized holidays.

c. **Regular Hourly Rates**: Regular hourly rates shall apply to up to eight (8) hours worked during Normal Working Hours in any given workday. Any hours worked in excess of

eight (8) hours in a workday shall not be subject to premium or overtime rates unless expressly approved in advance and in writing by Stadium Manager.

d. Overtime rates: "Overtime" shall mean: (i) any time worked in excess of eight (8) hours during Normal Working Hours within any twenty-four (24)-hour period; and/or (ii) any time worked outside of Normal Working Hours, including work performed on Saturdays, Sundays, or federally recognized holidays, unless otherwise agreed to in writing by the Parties.

Positions identified in this Exhibit as "N/A" for overtime, Saturday, or Sunday/holiday rates shall not be eligible for any premium, overtime, or differential compensation under any circumstances.

Consultant shall not perform, and Stadium Manager shall have no obligation to pay for, any Overtime work unless such work has been expressly authorized in advance and in writing by Stadium Manager.

e. Billing Increments: Labor shall be recorded and billed by rounding to the nearest fifteen (15) minute increment as follows: 0 to 7 minutes past the quarter hour shall be rounded down to the previous quarter hour; and 8 to 14 minutes past the quarter hour shall be rounded up to the next quarter after the two-hour minimum is met, where applicable.

f. Labor Rate Increases: The labor rates set forth in this Exhibit B shall apply for each applicable year of the initial five (5)-year Term of the Agreement. In the event the Parties agree to extend the Term for one (1) or more optional renewal periods, Consultant may request adjustments to the labor rates on each annual anniversary of the Effective Date occurring during such renewal period(s), subject to the limitations set forth herein. Any approved labor rate adjustment shall not exceed the lesser of: (a) three percent (3%) over the immediately preceding year's rates; or (b) the percentage change over the preceding twelve (12)-month period in the Employment Cost Index (ECI) for Wages and Salaries for Private Industry Workers, as published by the U.S. Bureau of Labor Statistics. Notwithstanding the foregoing, increases to such Technician PW rates in excess of three percent (3%) shall be allowed only where mandated by an increase in the applicable prevailing wage determination.

Consultant shall submit any request for a labor rate increase in writing to Stadium Manager no less than ninety (90) calendar days prior to the applicable anniversary date of the Effective Date. Such request shall include reasonable supporting documentation substantiating the proposed adjustment, including, where applicable, reference to the relevant ECI data or updated prevailing wage determination.

No labor rate adjustment shall be effective unless and until it is expressly approved in writing by Stadium Manager and memorialized in a written amendment to this Agreement executed by duly authorized representatives of both Parties.

g. **Event Day Technician Option:** Event Day Technicians shall be compensated at their regular hourly rate for services performed on Saturdays, Sundays, or federally recognized Holidays, provided that the Stadium Manager and Consultant mutually agree in writing to the work schedule at least thirty (30) days in advance of the applicable event. In such instances, no overtime, weekend, or holiday premium rates shall apply. In the absence of such advance agreement, compensation for Event Day Technicians shall be in accordance with the applicable labor rates set forth in the rate schedule(s) below, including any overtime or premium rates as required.

Year 1: Date Here				
Job Title	**Regular Rates**	**OT**	**Saturday**	**Sunday/ Holiday**
Project Manager	$175.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	$225.00	N/A	N/A	N/A
Systems Engineer	$210.00	N/A	N/A	N/A
IT Engineer	$195.00	$210.00	$210.00	$210.00
Technician	$145.00	$180.00	$225.00	$225.00
Technician -PW	$165.00	$200.00	$245.00	$250.00
Event-Day Technician	$145.00	$180.00	$225.00	$225.00

Year 2: Date Here				
Job Title	**Regular Rates**	**OT**	**Saturday**	**Sunday/ Holiday**
Project Manager	$184.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	$236.00	N/A	N/A	N/A
Systems Engineer	$220.50	N/A	N/A	N/A
IT Engineer	$204.50	$220.50	$220.50	$220.50

Technician	$152.00	$189.00	$236.00	$236.00
Technician -PW	$173.00	$210.00	$257.25	$262.50
Event-Day Technician	$152.00	$189.00	$236.00	$236.00

Year 3: Date Here				
Job Title	**Regular Rates**	**OT**	**Saturday**	**Sunday/ Holiday**
Project Manager	$191.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	$245.00	N/A	N/A	N/A
Systems Engineer	$229.00	N/A	N/A	N/A
IT Engineer	$212.00	$229.00	$229.00	$229.00
Technician	$158.00	$196.50	$245.50	$245.50
Technician -PW	$180.00	$218.50	$267.50	$273.00
Event Day Technician	$158.00	$196.50	$245.50	$245.50

Year 4: Date Here				
Job Title	**Regular Rates**	**OT**	**Saturday**	**Sunday/ Holiday**
Project Manager	$197.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	$252.00	N/A	N/A	N/A
Systems Engineer	$236.00	N/A	N/A	N/A
IT Engineer	$218.00	$236.00	$236.00	$236.00
Technician	$163.00	$202.00	$253.00	$253.00
Technician -PW	$185.50	$225.00	$275.50	$281.00

Event-Day Technician	$163.00	$202.00	$253.00	$253.00

Year 5: Date Here				
Job Title	**Regular Rates**	**OT**	**Saturday**	**Sunday/ Holiday**
Project Manager	$202.50	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	$260.00	N/A	N/A	N/A
Systems Engineer	$243.00	N/A	N/A	N/A
IT Engineer	$224.50	$243.00	$243.00	$243.00
Technician	$168.00	$208.00	$260.50	$268.50
Technician -PW	$191.00	$231.50	$283.50	$289.50
Event-Day Technician	$168.00	$208.00	$260.50	$268.50

II. SERVICE REQUEST RATES

Service Requests shall be billed in accordance with the rates, minimum charges, and fees set forth below.

a. P1: There is no Overtime, Saturday or Sunday/Holiday rates for P1 Service Requests.

b. P2 and P3: Work shall be performed during Normal Working Hours. No overtime, Saturday or Sunday/Holiday rates shall apply unless pre-approved in writing by Stadium Manager.

c. Portal-to-Portal Travel Time: For P1 On-Site Service Requests, Consultant may bill portal-to-portal travel time, defined as the period commencing when Consultant begins travel to the Stadium and ending upon return to the origination point. The "origination point" shall be limited to: (i) Consultant's designated local office, (ii) the location where the technician was performing work within the Local Service Area at the time travel commenced, or (iii) the technician's primary residence. For purposes of this Agreement, "Local Service Area" means Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara counties. Portal-to-portal travel time: shall be billed at the applicable standard hourly rate; shall not exceed two and one-half (2.5) hours per Service Request; and shall not apply to P2 or P3 Service Requests.

d. **Dispatch Fees**: Dispatch fees are fixed, per-Service Request charges covering coordination, dispatch, and standard travel-related costs (including fuel). No additional charges for fuel, mileage, or travel time shall be billed, in addition to the Dispatch Fee. Stadium Manager reserves the right to request dispatch records and supporting documentation at any time to verify compliance with these requirements. Dispatch fees will remain firm for the entire Term of the Agreement, including any optional extension periods.

P1 Service Requests: The following hourly labor rates apply to P1 Service Requests for each one-year period within the initial five-year Term.

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Minimum Required Hours	Dispatch Fee
On-Site Technician	$250.00	$256.00	$263.00	$269.00	$276.00	0	None
On-Site IT Engineer	$250.00	$256.00	$263.00	$269.00	$276.00	0	None
Remote IT Engineer	$250.00	$256.00	$263.00	$269.00	$276.00	1	None

P2 and P3 Service Requests: The following hourly labor rates and fees apply to P2 and P3 Service Requests provided within the Term.

On-Site Service Requests - Technician

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates for the applicable one-year period.	4	$75.00
P3	Per Section I, Labor Rates, for the applicable one-year period.	2	$75.00

On-Site Service Requests - IT Engineer

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates, for the applicable one-year period	4	$75.00
P3	Per Section I, Labor Rates, for the applicable one-year period.	2	$75.00

Remote Service Request – IT Engineer

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates for the applicable one-year period.	1	None
P3	Per Section I, Labor Rates for the applicable one-year period.	1	None

III. MARKUPS

a. Application of Markups

Consultant shall be entitled to apply markups to certain reimbursable costs incurred in the performance of the Services, strictly in accordance with the percentages set forth herein. Such markups shall apply only to (i) qualifying Materials and (ii) Subcontractor labor costs, as defined below.

b. Audit and Documentation Rights
Stadium Manager shall have the right, upon reasonable notice and at its sole discretion, to review, audit, and request supporting documentation for any costs invoiced by Consultant. Failure to provide adequate supporting documentation may result in disallowance of the associated costs and/or markups.

c. Excluded Costs
Consultant will not apply any markup to costs associated with freight, shipping, delivery, travel, lodging, per diem, mileage, parking, or other pass-through expenses.

d. Fixed Rates
The markup percentages set forth below are firm, fixed, and not subject to escalation, adjustment, or renegotiation for the duration of the Term of this Agreement, including any renewals, extensions, or amendments, unless expressly agreed to in a written amendment executed by both Parties.

e. Definition of Materials
For purposes of this Agreement, "Materials" shall mean consumable, incidental, and installation-related items that are reasonably necessary for the performance of the Services and are typically expended or incorporated during installation activities. Such Materials are generally low-cost, non-serialized components not intended to function as standalone system equipment. Examples of Materials include, but are not limited to: conduit, back boxes, junction boxes, connectors, fasteners, mounting hardware, cable support systems, sleeves, anchors, and miscellaneous installation supplies.

f. Exclusions from Materials
Notwithstanding the foregoing, "Materials" shall expressly exclude all security system equipment, devices, and components that are manufacturer-branded, serialized, or form part of the operational security system. This includes, without limitation: video surveillance cameras, lenses, housings, access control panels, card readers, biometric devices, intercoms, servers, workstations, network switches, storage devices, power supplies, software, firmware, specialized cabling, and any associated licenses or warranties. Such items shall be treated as equipment and shall not be subject to the Materials markup identified herein.

MARKUPS:

Markups	**Percentage**
Subcontract Materials	15%
Subcontractor Labor	8%
Consultant Materials	18%

IV. DISCOUNTS

a. Consultant shall provide Stadium Manager with discounts off the manufacturer's then-current published Manufacturer's Suggested Retail Price ("MSRP") for security equipment procured in connection with the Services. All discounts shall be applied to the MSRP in effect at the time of purchase. Consultant shall, upon request, provide documentation substantiating the applicable MSRP and confirming that the discounts set forth herein have been properly applied.

b. The discounts shall be applied prior to any applicable taxes, shipping, or other pass-through costs. No additional markups shall be applied to discounted equipment pricing.

c. Notwithstanding the discount percentages set forth below, Consultant shall use commercially reasonable efforts to obtain the most favorable pricing available from manufacturers and distributors for all equipment procured under this Agreement. Consultant shall provide to Stadium Manager the greater of: (a) the discount percentages set forth in this Section IV, Discounts, or (b) any higher discount, special pricing, project pricing, volume pricing, rebate, or other price reduction available to Consultant at the time of purchase.

d. For any equipment manufacturers or product categories not identified in this Section, Consultant shall use commercially reasonable efforts to obtain and provide Stadium Manager with the most favorable pricing and highest available discounts for such equipment, consistent with the requirements of this Exhibit B.

Manufacturer	Percentage Discount Off MSRP
[redacted]	5%
[redacted]	10%
[redacted]	10%
[redacted]	15%
[redacted]	2.5%
[redacted]	26%
[redacted]	14.5%
[redacted]	5%
[redacted]	5%

V. TRAVEL: STADIUM MANAGER TRAVEL EXPENSE REIMBURSEMENT POLICY

Consultant will bill all necessary travel expenses to Stadium Manager at Consultant's cost without markup. Consultant will provide an estimate of travel expenses to Stadium Manager in advance of booking travel. Stadium Manager must approve the travel expenses prior to Consultant booking the travel.

Consultant will provide to Stadium Manager the receipts, bills, or other documentation to support expenses that are not covered under a per diem.

Time spent traveling is not eligible for reimbursement as a travel expense pursuant to this policy. Stadium Manager will reimburse Consultant for travel expenses using the U.S. General Services Administration travel rates for the time of travel.

GSATravel Rates
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2026&state=&city=&zip=95054

Air Travel

1. All air travel should be economy (coach) class and booked at the lowest available airfare.
2. Any changes to flight reservations which result in an increase or additional cost must be pre-approved by Stadium Manager or the increase or additional charges will be the responsibility of Consultant and not subject to reimbursement by Stadium Manager.

Lodging

1. Stadium Manager has discounted rates at select hotels in Santa Clara and requires Consultant to utilize those rates at hotels.
2. Stadium Manager shall provide details to Consultant for advance booking.

Ground Transportation

1. The least expensive mode of transportation is expected to be utilized during travel. Such expenses include taxi and other local transportation such as Uber or Lyft.
2. Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. Mileage will not be reimbursed for rentals. Insurance offered by rental agencies will not be reimbursed.
3. Consultant shall invoice Stadium Manager for mileage using the standard IRS Mileage Rate when personal vehicles are used in connection with business activities during travel.

Meals and Incidentals

A per diem allowance will be paid for each day of travel. Per diem covers all meals and other incidental charges. Consultant shall invoice Stadium Manager using the GSA Travel Rate linked above.

SCHEDULE OF CHARGES

EXHIBIT C

SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed $_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
[INSERT NAME OF CONSULTANT]

Dated: _____ Dated: _____

By: _____ By: _____

EXHIBIT D

PRIVACY AND DATA COLLECTION ADDENDUM

1. This Privacy and Data Collection Addendum (the "Addendum") is hereby incorporated into the Agreement by and between Forty Niners Stadium Management Company LLC ("Stadium Manager") and [INSERT NAME] ("Consultant") dated [_____] (the "Agreement"), and if there is any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the parties.

2. Consultant shall ensure, and hereby represents and warrants, that any personal information (including without limitation name, address, email address, age, telephone number, social security number, or any other information defined by statute or law as personal information) collected by Consultant on behalf of Stadium Manager, or disclosed by Stadium Manager to Consultant, or otherwise accessed by Consultant, or collected from or through the Stadium Manager, in the course of performing its services under the Agreement (in each case, "Privacy Restricted Data"), has been collected, secured, maintained and disclosed in accordance with any applicable privacy policies and applicable foreign, federal, state and local laws, rules and regulations regarding privacy and/or governing the collection, use or storage of such personal information, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and its corresponding regulations ("CCPA"), and any amendment or successor law thereto, including the California Privacy Rights Act ("CPRA") (collectively, "Privacy Laws").

3. All Privacy Restricted Data shall be used to the extent strictly necessary to perform the business purpose set forth in the Agreement and shall not be used for any other commercial purpose, except as stated herein and permitted by the Privacy Laws.

4. All Privacy Restricted Data is and shall remain the exclusive property of Stadium Manager. Consultant shall collect, use, access, retain, and disclose or share Privacy Restricted Data only at the direction and/or for the benefit of Stadium Manager, and only to the extent strictly necessary to perform the services for Stadium Manager, and for the identified business purposes stated herein under this Addendum, or as otherwise required by law.

5. Under no circumstances may any Privacy Restricted Data be sold or shared by Consultant or retained, used, or disclosed outside of the direct business relationship between Consultant and Stadium Manager except as stated herein, including in Section 6 of this Addendum.

6. Consultant may not use or modify the Privacy Restricted Data, merge it with other data, commercially exploit it, disclose it, or do any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such Privacy Restricted Data, other than as expressly specified herein or as directed by Stadium Manager in writing. Notwithstanding the foregoing, or any other provision herein, Consultant may use Privacy Restricted Data: (1) for internal use by Consultant to build or improve the quality of its services, provided that the Consultant does not use the personal information to perform services on behalf of another

person; (2) to prevent, detect, or investigate data security incidents, or protect against malicious, deceptive, fraudulent or illegal activity; (3) to retain and employ another Consultant as a subcontractor, subject to Stadium Manager's written consent, provided the subcontractor meets the requirements for a Consultant under the Privacy Laws; and (4) when required by law, including to comply with state, federal, and local laws; comply with a court mandated order, subpoena, or investigation; to respond to governmental and/or law enforcement requests; and to commence or defend legal claims.

7. Consultant shall maintain Privacy Restricted Data in a manner so as to allow Consultant to timely identify, access, correct, object to, and/or delete such data as may be required to comply with applicable Privacy Laws. Consultant agrees to take all reasonable actions at Stadium Manager's request that may be necessary or appropriate to comply with applicable Privacy Laws, including, at Stadium Manager's selection, to provide, return or delete Privacy Restricted Data. In such cases where Stadium Manager requests the return or deletion of Privacy Restricted Data, Consultant shall not maintain a copy of any Privacy Restricted Data and shall not otherwise remove or duplicate any Privacy Restricted Data without the express written permission of Stadium Manager.

8. Consultant agrees to comply with applicable Privacy Laws, including providing the same level of privacy protection as required by Stadium Manager under those laws. Stadium Manager shall have the right to take reasonable and appropriate steps to ensure that Consultant uses the Privacy Restricted Data in a manner consistent with Stadium Manager's obligations under applicable Privacy Laws. Such reasonable steps include, but are not limited to, ongoing manual reviews and automated scans of Consultant's system or regular assessments, audits, or other technical and operational testing at least once every twelve (12) months. Upon request and/or notice by Stadium Manager, Consultant shall take reasonable steps to stop and remediate any unauthorized uses of the Privacy Restricted Data and/or verify compliance with consumer or data subject requests. Consultant shall notify Stadium Manager no later than five (5) business days after it makes any determination that it can no longer meet its obligations under the applicable Privacy Laws.

9. Consultant shall inform Stadium Manager of any consumer or data subject request received by Consultant pursuant to applicable Privacy Laws and shall provide reasonable assistance to Stadium Manager in responding to such requests. Stadium Manager shall inform Consultant of any consumer or data subject request made pursuant to applicable Privacy Laws that Consultant must comply with. Stadium Manager will provide Consultant with information necessary for Consultant to comply with the request. Alternatively, Consultant may enable the Stadium Manager to comply with such consumer or data subject requests directly.

10. If and when Stadium Manager provides a request to access, correct, object to, and/or delete such data of individual consumers, Consultant shall, upon request, provide documentation that such request has been complied with within a timely manner in compliance with applicable Privacy Laws.

11. Consultant shall ensure that its employees are subject to binding confidentiality obligations with respect to Privacy Restricted Data at least as protective as the confidentiality

provisions hereunder and only use, disclose, and maintain such data in accordance with applicable Privacy Laws.

12. Consultant shall ensure that its subcontractors and vendors are subject to a binding written agreement with respect to Privacy Restricted Data at least as protective as the confidentiality provisions hereunder and only use, disclose, and maintain such data in accordance with applicable Privacy Laws

13. If Consultant discloses any Privacy Restricted Data to any third party as permitted herein, Consultant will ensure that the third party is subject to a binding written agreement requiring the same level of data privacy, protection and information security as required by applicable Privacy Laws.

14. Consultant represents and warrants that it has implemented and shall maintain (and that Consultant's Consultants have implemented and shall maintain) at its sole expense a comprehensive data security program which will include reasonable and appropriate technical, organizational, environmental, security and other safeguards to protect against any anticipated or actual threats or hazards to the confidentiality, integrity, or availability of Privacy Restricted Data, and against the destruction, loss, alteration of, and unauthorized access to, Privacy Restricted Data in Consultant's possession or control.

15. Consultant shall immediately notify Stadium Manager of any actual or suspected breaches of security that may result in the unauthorized collection, access, use or disclosure of any Privacy Restricted Data within Consultant's possession or control. Consultant shall, at its sole cost and expense, make all reasonable efforts to assist Stadium Manager in relation to the investigation and remedy of any such breach of security regarding Privacy Restricted Data within Consultant's possession or control and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Privacy Restricted Data within Consultant's control.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: August 12, 2026

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award – RFP# FY25-0083 for Levi's Stadium Professional Security Integrator Services

Recommendation:

1. Approve and authorize the Stadium Manager to enter into an agreement with Superior Alarm Systems ("SAS") to provide on-call, as-needed professional security integrator services at Levi's Stadium for an initial term of five (5) years commencing August 19, 2026, and expiring August 18, 2031, with five (5) optional one-year extensions through August 18, 2036 ("Agreement"), with a total not to exceed of One Million Eight Hundred Thirty Eight and Twenty Two Dollars ($1,838,022.00). The term for each fiscal year is contingent on the SCSA approving the applicable fiscal year's budget, including amounts due under the Agreements.

2. Authorize the SCSA Executive Director to approve future amendments as needed to: (a) exercise the option to extend the Agreement by five (5) one-year extension periods through August 18, 2036; and, (b) adjust labor rates for each one-year extension period by up to five percent (5%), in accordance with the terms and conditions associated with rate increases in Exhibit B of the Agreement.

3. Authorize the Stadium Manager to execute and administer task orders with SAS to perform services for approved security department budgeted items approved as part of the SCSA annual budget process during any fiscal year within the initial term and any extension periods, consistent with the terms and funding limitations set forth therein.

Reasons for Recommendation

Levi's Stadium operates a large-scale, high-profile venue that serves a significant number of patrons and is subject to heightened security expectations and obligations, including compliance with applicable laws, regulations, and industry standards governing public safety, critical infrastructure protection, and risk management. Any failure or inadequacy in the Stadium's security systems could result in significant

operational, legal, financial, and reputational risk. Therefore, maintaining a robust, reliable, and continuously updated security infrastructure supported by qualified experts remains essential to protecting the venue, its operations, and its guests.

We are requesting a delegation of authority to enter into a long-term agreement with a qualified security integrator. All services will be performed pursuant to executed task orders.

Stadium Manager has not previously had a contract with a security integrator. However, the Stadium's security infrastructure is aging, and security technologies are advancing rapidly requiring a level of expertise that only a qualified and experienced security integrator can properly address. Security integrators design, procure, install, and manage integrated security ecosystems. They conduct risk assessments and offer strategic planning. They select and source best-fit security equipment such as video surveillance, access control, perimeter protection, and screening technologies. At Levi's Stadium, the security integrator will oversee the installation and integration of these systems within a centralized command center that enables real-time monitoring, incident response, and data-driven decision-making, often enhanced by analytics and AI. Security integrators also support event-day operations by improving crowd flow and safety, ensuring cybersecurity across connected systems, and enabling interoperability with public safety agencies for coordinated emergency response. Beyond deployment, they provide ongoing maintenance, system upgrades, and performance analysis, helping large-scale venues such as Levi's Stadium continuously improve security and efficiency.

The security integrator will provide additional value by coordinating and collaborating with other Stadium vendors, contractors, and project teams to ensure that all Stadium projects are executed with appropriate consideration for security requirements. This includes ensuring that security systems are properly integrated into broader infrastructure projects and that security functionality is maintained or enhanced throughout all phases of design and construction.

Given the nature of the services, the security integrator will have access to highly sensitive and confidential security systems, infrastructure, and information. To mitigate risk and preserve the integrity of these systems, it is essential to limit access to a narrowly defined, controlled group of authorized personnel. The use of multiple security integrators for short-term engagements could increase security risk, create inefficiencies, and compromise operational continuity. Establishing a single, long-term security integrator is critical to maintaining sensitive security information control, as it minimizes the number of external parties with system access and reduces the need for repeated onboarding, training, and exposure of sensitive security information.

Further, the Stadium is subject to oversight and compliance requirements including, but not limited to, SAFETY Act designations promulgated by the US Department of Homeland Security and other regulatory frameworks. These requirements depend on

maintaining a fully operational, reliable, and adaptable security system. The security integrator's ability to modify and enhance the system in response to evolving regulatory standards is essential to maintaining compliance and avoiding operational, legal, financial, and reputational risk.

RFP Process:
On September 25, 2025, Stadium Manager issued a Request for Proposals (RFP) to select a security integrator to provide on-call, as-needed, professional security integrator services for Levi's Stadium. Stadium Manager published the RFP on Bonfire Interactive, Stadium Manager's eProcurement portal. In addition to inviting firms from our established supplier list, Stadium Manager also invited suppliers registered on the portal with specific commodity codes that offer these services. Interested proposers submitted a letter of interest, corporate qualifications, and executed a Confidentiality and Non-Disclosure Agreement before Stadium Manager provided access to the full RFP. On October 21, 2025, Addendum #1 to the RFP was issued, providing answers to proposer questions. The RFP closed on October 30, 2025, at 3:00 p.m. (PT).

Five proposals were received from the following firms by the RFP due date and time.

1. Convergint
2. EyeP Solutions, Inc. (EyeP)
3. Johnson Controls Security Solutions (JCI)
4. Securitas Technologies (Securitas)
5. Superior Alarm Systems (SAS)

Evaluation Process:
An evaluation committee (EC) consisting of subject matter experts from Stadium Manager was formed. An Evaluator's Guide outlining the roles and responsibilities was provided to each EC member. Each EC member executed the following forms:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The evaluation for this RFP was a two-phase process as further detailed below. Proposers with the highest scores from Phase I and who met the minimum qualifications proceeded to Phase II. The EC evaluated the proposals based on the evaluation criteria outlined in the RFP. Phase II of the evaluation process included interviews and presentations and cost evaluation.

All five firms submitted proposals responsive to the RFP.

Phase I - Evaluation Criteria	**Convergint**	**EyeP**	**JCI**
Proposal Responsiveness	Pass	Pass	Pass
Methodology and Approach (30)	26.00	22.67	27.83

Technical Qualifications and Experience (45)	36.67	36.67	39.67
Other Qualifications (15)	12.33	11.33	14.00
Operational Capacity and Staffing (10)	9.00	8.00	9.17
Total	**84.00**	**78.67**	**90.67**

Phase I - Evaluation Criteria	**SAS**	**Securitas**
Proposal Responsiveness	Pass	Pass
Methodology and Approach (30)	24.17	24.00
Technical Qualifications and Experience (45)	40.83	32.33
Other Qualifications (15)	12.00	10.67
Operational Capacity and Staffing (10)	7.67	7.50
Total	**84.67**	**74.50**

Stadium Manager confirmed that JCI and Securitas did not meet the partnership level and certification requirements specified in the RFP. Stadium Manager confirmed that Proposers Convergint, EyeP, and SAS met the partnership level and certification requirements and were invited to participate in Phase II of the evaluation process.

In January 2026, the interviews and presentations were conducted as part of Phase II of the evaluation process. Following the interviews and presentations, the three vendors were asked to provide additional cost clarifications to finalize cost evaluations.

Phase II - Evaluation Criteria	**Convergint**	**EyeP**	**SAS**
Interview and Presentation (65)	44.67	56.33	59
Cost (35)	25.59	35	34.85
Total (100)	**70.26**	**91.33**	**93.85**

After scoring Phase II, the proposer whose proposal was determined to provide the best value pursuant to the evaluation criteria specified in the RFP was SAS.

Final Score for Phases I and II	**Convergint**	**EyeP**	**SAS**
Total for Phase I	84.00	78.67	84.67
Total for Phase II	70.26	91.33	93.85
Grand Total for Phase I and Phase II	**154.26**	**170.00**	**178.52**

Stadium Manager engaged in the negotiation process with SAS and negotiated rates and fees. Negotiations addressed labor rates, annual rate increases, equipment purchase discounts, materials and subcontractor markups, and maintenance and support costs. All business, legal, and cost discussions were conducted in accordance with the RFP.

Notice of Intended Award:

A notice of intended award (NOIA) was issued on April 28, 2026. The RFP process includes a ten-day protest period that began with the issuance of the NOIA. No protests were received.

Submission of Post-Award Submittals:
Once Stadium Manager receives approval from the SCSA Board, the Agreement will be executed, and a copy will be forwarded to the SCSA. Supporting documentation has been provided for review and approval.

Fiscal Impact:
The not-to-exceed amount of One Million Eight Hundred Thirty-Eight Thousand Twenty-Two Dollars ($1,838,022.00) for the initial five-year term includes Two Hundred Fifty Thousand Dollars ($250,000.00) in projected shared stadium expenses and One Million Five Hundred Eighty-Eight Thousand and Twenty-Two Dollars ($1,588,022.00) for SCSA-approved Capital Expenditure (Cap Ex) security projects for Fiscal Year 26/27.

The Shared Stadium Expenses will include, in part, the cost of conducting the comprehensive security system assessment. SCSA is responsible for fifty percent (50%) of the Shared Stadium Expenses up to a total of One Hundred Twenty-Five Thousand Dollars ($125,000.00).

The balance of One Million Five Hundred Eighty-Eight Thousand Twenty-Two Dollars ($1,588,022.00) equals the total budget amount approved by the SCSA for Cap Ex security projects for Fiscal Year 26/27, as shown in the table below.[1]

Project Name	Total
Install Stadium Camera Booths Card Readers	$96,558.00
Enhance Stadium Security Access Control (2020/21 Carryover)	$270,133.00
Security General Allowance (2023/24 Carryover)	$98,019.00
Stadium Camera Coverage Upgrade (2024/25 Carryover)	$574,750.00
Security General Allowance	$261,187.00
Surveillance-Cameras	$287,375.00
Total	$1,588,022.00

The requested not-to-exceed amount will not cover the costs for the entire Agreement term. Stadium Manager will request future SCSA approvals to amend the Agreement to increase the aggregate not-to-exceed amount to reflect budgets approved by the SCSA for future security Cap Ex and Shared Stadium Expense projects.

[1] As preliminarily noted in the Stadium Manager's letter to the SCSA dated March 20, 2026, the table below provides a tentative list of security Cap Ex projects, which may be subject to adjustment based upon recommendations made by the security integrator subject to the available total budget amount noted herein.

The Agreement does not guarantee any minimum amount of work or compensation to the security integrator. All work will be done pursuant to written task orders.

A delegation of authority is requested to authorize the Executive Director to approve amendments to the Agreement for years six through ten (August 19, 2031, to August 18, 2036) to extend the term and to increase labor rates by up to five percent (5%) for each one-year extension period, consistent with the terms of the agreement to maintain levels of service. Any adjustments will remain subject to the terms of the Agreement and to available SCSA budget appropriations, including annual approval by the SCSA.

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of October 1 to December 31, 2025

BACKGROUND

On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly basis.

On August 25, 2020, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION

In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of October 1 to December 31, 2025 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

On occasion, both 49ers entities and Stadium Authority/City will be named jointly as defendants in a third-party litigation matter and are represented jointly in the defense of the case by insurance counsel. In such cases, joint defense meetings involving representatives of the 49ers, Stadium Authority, insurance carrier(s), and defense counsel will occur. Such meetings are privileged attorney -client communications, include discussion of confidential work product, and fall within the litigation exemption of the Public Records Act; for these reasons, such meetings are not included in this report.

Date	Meeting
10/01/2025	Weekly Accounting Status Meeting
10/07/2025	Super Bowl League Event Agreement
10/09/2025	Procurement Meeting
10/16/2025	SBL Reporting
10/20/2025	SBLX & City of Santa Clara Meeting
10/23/2025	Procurement Meeting
10/23/2025	SCSA Capital Projects Update Meeting

10/23/2025	Super Bowl League Event Agreement
10/27/2025	Procurement Meeting on Compactor Solicitation
10/29/2025	Weekly Accounting Status Meeting
10/29/2025	Super Bowl League Event Agreement
10/30/2025	SBL Q1 Reporting
11/03/2025	SBLX & City of Santa Clara Transportation Meeting
11/03/2025	Stadium Authority Insurance
11/05/2025	Weekly Accounting Status Meeting
11/06/2025	Procurement Meeting
11/11/2025	Stadium Issues
11/12/2025	Super Bowl League Event Agreement
11/14/2025	Transportation Transit Planning for SBLX
11/17/2025	Capital Expense Processes
11/17/2025	SCSA Stadium Manager Quarterly Status Meeting
11/19/2025	Weekly Accounting Status Meeting
11/21/2025	SBLX and FIFA WC Permit Progress Meeting
11/25/2025	Check In Lunch
12/01/2025	SBLX and FIFA WC Permit Intake and Coordination Meeting
12/02/2025	SBLX Transportation Systems and VTA Operation Meeting
12/02/2025	Special Event Zone Ordinance Update
12/03/2025	Weekly Accounting Status Meeting
12/04/2025	Procurement Meeting
12/08/2025	SBLX and FIFA WC Permit Intake and Coordination Meeting
12/10/2025	Weekly Accounting Status Meeting
12/15/2025	Stadium Authority Surplus Equipment
12/15/2025	SBLX and FIFA WC Permit Intake and Coordination Meeting
12/18/2025	Parking Permits SBLX and FWC - Meeting
12/18/2025	Procurement Meeting
12/18/2025	SBLX - Pyro - Santa Clara City
12/19/2025	Super Bowl League Event Agreement
12/19/2025	Super Bowl League Event Agreement

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes

in the environment.

FISCAL IMPACT
There is no fiscal impact related to this item aside from administrative time to prepare this report.

COORDINATION
This report has been coordinated with the Stadium Authority Counsel and Treasurer's Offices.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION
Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of October 1 to December 31, 2025.

Reviewed by: Kenn Lee, Acting Assistant City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 10/01/2025 to 12/31/2025

Weekly Accounting Status Meeting
Date: 10/01/25; 2:00pm to 2:44pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Stephanie Lee (49ers/Stadium Manager) and Jeremiah Lagasca (49ers/Stadium Manager)

I. Jones Sign Invoice
II. Stadium Builder License Default for Quarterly Reports

Super Bowl League Event Agreement
Date: 10/07/2025, 4:00 pm
Microsoft Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager)

I. Super Bowl League Event Agreement

Procurement Meeting
Date: 10/9/25;11:00am to 11:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Alyssa Kutz, Holly Gilbert, Karen Steiber (49ers/Stadium Manager)

I. SCSA Items:

II. Stadium Manager Items:

- Women's Locker Room Follow-up
- RFP updates
- RFP transmittal documents and content of RFA
- Piggybacking on City contracts
    - Janitorial
- Formal RFQ template

III. Open Discussion/Q&A

Stadium Builder License (SBL) Reporting Meeting
Date: 10/16/25; 2:30pm to 3:12pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Stephanie Lee (49ers/Stadium Manager) and Erin Fernandez (49ers/Stadium Manager)

I. Stadium Builder License Reporting
II. Earthquakes Public Safety Costs
III. September Bank Reconciliations
IV. Monthly Operating and Maintenance Invoice & Trust Cash Flow

Super Bowl LX (SBLX) and City of Santa Clara
Date: 10/20/25; 9:00am to 10:30am
In Person Meeting at Levi's Stadium: Jovan Grogan, Paulina Morales, Christine Jung, Elycia Knight, Cory Morgan, Wahid Kazem, Richard Fitting, Ruben Torres, Matt Queen, Craig Mobeck, Michael Liw, Steve Chan, Nico Procos (City of Santa Clara/Stadium Authority); Kelsey Pietrangelo, Owen Shields, Chris Curran, Michael O'Leary, Megan O'Malley, Jim Dollar (NFL); Todd Barnes, Hayley Panas, Michael Kinard (Populous); Jennifer Hill (Kwokman); Jeremy Vaux, Michael Rescigno, Francine Hughes (49ers/Stadium Manager); Tim Sjogren (Kimley-Horn); Karina Herold, Sophie Harlan (Bay Area Host Committee (BAHC)); Mike Witte, Leigh Fairey, Cristine Paul (Metropolis)

I. Operational planning for SBLX including:
   a. Transportation
   b. Parking
   c. Rideshare
   d. Detours and closures
   e. Follow up coordination with other agencies

Procurement Meeting
Date: 10/23/25;11:00am to 11:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Alyssa Kutz, Holly Gilbert, Karen Steiber (49ers/Stadium Manager)

I. SCSA Items:
    a. Executed Agreements
    b. Fire Sprinkler Service Agreement

II. Stadium Manager Items:
    a. Arata Equipment: Compactor Replacement
    b. Janitorial Supplies
    c. Builders Exchange Groups
    d. Informal RFQ Template
    e. Piggyback of COSC contracts

III. Open Discussion/Q&A

SCSA Capital Projects Update Meeting
Date: 10/23/2025; 12:00pm to 1:00pm
Zoom Meeting: Elycia Knight (City/SCSA); Francine Hughes, Henry Trang (49ers/Stadium Manager)

I. Review critical items related to capital projects
II. Continued Permit Coordination across departments

Super Bowl League Event Agreement
Date: 10/23/2025, 4:00 pm
Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager)

I. Super Bowl League Event Agreement

Procurement Meeting on Compactor Solicitation
Date: 10/27/25;12:00pm to 12:30pm
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Karen Steiber, Holly Gilbert (49ers/Stadium Manager)

I. Solicitation Process for Trash Compactor Replacement CapEx Project

Weekly Accounting Status Meeting
Date: 10/29/25; 2:30pm to 3:00pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Erin Fernandez (49ers/Stadium Manager) and Stephanie Lee (49ers/Stadium Manager)

I. Public Safety Cost Invoices
II. Stadium Builder License Defaults
III. Levi's Naming Rights Capital Project

Super Bowl League Event Agreement
Date: 10/29/2025, 5:30 pm
Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager)

I. Super Bowl League Event Agreement

SBL Q1 Report
Date: 10/30/25; 10:00am to 10:13am
Teams Meeting: Brenda Lee (City/Stadium Authority) and Stephanie Lee (49ers/Stadium Manager)

I. Stadium Builder License Reporting for Q1

Super Bowl LX (SBLX) and City of Santa Clara Transportation
Date: 11/3/25; 8:00am to 9:00am
MS Teams: Jovan Grogan, Christine Jung, Elycia Knight, Cory Morgan, Richard Fitting, Aric Enos, Ruben Torres, Matt Queen, Craig Mobeck, Michael Liw, Steve Chan, Chris Karwick (City of Santa Clara/Stadium Authority); Francine Hughes, Jeremy Vaux, Michael Rescigno, Camila Hammer (49ers/Stadium Manager); Karina Herold, Ruth Shikada (Bay Area Host Committee (BAHC)); Representatives from NFL, Populous, Kimley-Horn, Metropolis, and Kwokman

I. Transportation planning for SBLX including:
    a. Coordination with transit agencies
    b. Detours and closures
    c. City access to City facilities during closures
    d. Automated vehicles
    e. Rideshare
    f. Coordination with neighboring jurisdictions

Stadium Authority Insurance
Date: 11/03/25, 10:00am
MS Teams Meeting: Miguel Bernal (City/Stadium Authority); Jodi Marvet (49ers/Stadium Manager)

I. Risk Manager Introductions
II. Review of Stadium Authority Insurance

Weekly Accounting Status Meeting
Date: 11/05/25; 2:30pm to 3:20pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Erin Fernandez (49ers/Stadium Manager), Stephanie Lee (49ers/Stadium Manager) and Prima Patel (49ers/Stadium Manager)

I. Public Safety Cost Payment
II. Public Safety Cost True-up Billing
III. Non-NFL Event Ticket Surcharge True-up

Procurement Meeting
Date: 11/6/25; 11:00am to 11:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Alyssa Kutz, Holly Gilbert, Karen Steiber (49ers/Stadium Manager)

I. SCSA Items:

II. Stadium Manager Items:
   a. RFP/RFB Compactor Project
   b. RFP Updates: Integrator; Special Inspector and Materials Testing
   c. RFA's: December
   d. Timing and planning for agendized items
   e. Holiday calendars and schedules

III. Open Discussion/Q&A

Stadium Issues
Date: 11/12/2025, 11:00 am
Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager)

I. Stadium Issues

Super Bowl League Event Agreement
Date: 11/12/2025, 11:00 am
Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager)

I. Super Bowl League Event Agreement

Transportation/Transit Planning for SBLX
Date: 11/14/2025, 4:30pm
Microsoft Teams Meeting: Jovan Grogan, Paulina Morales (City/Stadium Authority); Francine Huges (49ers/Stadium Manager); Ruth Shikada, Karina Herold (Bay Area Host Committee (BAHC))

I. Coordination of Meeting with surrounding jurisdictions in anticipation of Super Bowl LX
II. Management of transportation/transit plans for Super Bowl LX

SCSA Capital Expense (CapEx) Processes
Date: 11/17/25; 3:30pm to 4:30pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Kenn Lee (City/Stadium Authority), Alex Acton (49ers/Stadium Manager), Jeff Fong (49ers/Stadium Manager), Harshil Bhavsar (49ers/Stadium Manager) Stephanie Lee (49ers/Stadium Manager), Erin Fernandez (49ers/Stadium Manager), and Alyssa Kutz (49ers/Stadium Manager)

I. CapEx Budget Forecasting
II. Communication
III. CapEx Universal Numbering System
IV. Payment Timing

Stadium Authority/Stadium Manager Quarterly Status Meeting
Date: 11/17/2025; 3:30 pm -5:00 pm
In Person Meeting at Santa Clara City Hall – Sparacino Conference Room: Jovan Grogan, Paulina Morales, Elycia Knight, Christine Jung, Glen R. Googins, Jennifer Beyers (City of Santa Clara/Stadium Authority); Francine Melendez Hughes, Peter Wilhem, Jihad Beauchman (49ers/Stadium Manager)

I. Quarterly Status Meeting Updates from Stadium Manager
    a. Financial Performance of Past Non-NFL Events
    b. Status of Future Non-NFL Events
        i. Booked Events
        ii. Pipeline Events
    c. Parking Agreements

II. Operational and Public Safety Documents

III. Stadium Operational Tours

IV. Ad Hoc Stadium Neighborhood Relations Committee

V. 2026 Community Events

VI. Levi's Stadium Website

VII. Sutter Health

VIII. Budget
    a. SBL Team
    b. Rent

IX. Cost Neutral Amendments to Stadium Builder Licenses

Weekly Accounting Status Meeting
Date: 11/19/25; 2:30pm to 2:35pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Erin Fernandez (49ers/Stadium Manager) and Stephanie Lee (49ers/Stadium Manager)

I. Public Safety Cost Payment

SBLX and FWC Permit Progress Update Meeting
Date: 11/21/2025; 9:00am to 10:00am
Zoom Meeting: Elycia Knight, Matt Queen, Melinda Sawin, Richard Fitting, Afshan Hamid, Sujata Reuter, David Tran, Jake Tomlin, Gil Norris (City/SCSA); Chris Curran, Nelson Ferreira, Cameron Lacson (49ers/Stadium Manager)

I. Review critical items related to SBLX and FIFA WC
II. Continued Permit Coordination across departments

Check In Lunch
Date: 11/25/25; 11:30am to 1:00pm
In Person Meeting at Dish N Dash, 2551 M First St, San Jose, CA 95131: Kenn Lee (City/Stadium Authority) and Jeff Fong (49ers/Stadium Manager)

I. SCSA Budget Submittal
II. Overhead
III. Audit Selection Update
IV. Staffing Update

SBLX and FWC Permit Intake and Coordination
Date: 12/1/2025; 3:00pm to 3:16pm
Zoom Meeting: Elycia Knight, David Tran, Jake Tomlin, Calvin Plascencia, Lesley Xavier, Nimisha Agrawal (City/SCSA); Cameron Lacson (49ers/Stadium Manager)

I. Review critical items related to SBLX and FIFA WC
II. Continued Permit Coordination across departments

Super Bowl LX (SBLX) Transportation Systems and VTA Operation Meeting
Date: 12/2/25; 9:30am to 11:00am
In Person Meeting at Levi's Stadium: Jovan Grogan, Christine Jung, Elycia Knight, and other City representatives from Police, Public Works, Fire Departments (City of Santa Clara/Stadium Authority); Francine Hughes, Jeremy Vaux, Michael Rescigno (49ers/Stadium Manager); Karina Herold, Ruth Shikada (Bay Area Host Committee (BAHC)); Representatives from NFL, Valley Transportation Authority (VTA), Populous, Kimley-Horn, Metropolis, and other organizations.

I. Transportation planning for SBLX including:
    a. Detours and closures
    b. Shuttles
    c. Community outreach
    d. Public transit

Special Event Zone Ordinance Update
Date: 12/02/25, 4:00pm - 5:00pm
Teams Meeting: Jennifer Beyers (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager); Robert Weikert (Bay Area Host Committee)

I. Special Event Zone Ordinance Update

Weekly Accounting Status Meeting
Date: 12/03/25; 2:30pm to 3:09pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Brenda Lee (City/Stadium Authority), Caitlin Ritchie (49ers/Stadium Manager), Erin Fernandez (49ers/Stadium Manager), Stephanie Lee (49ers/Stadium Manager) and Jeremiah Lagasca (49ers/Stadium Manager)

I. Non-NFL Event Revenue
II. December O&M Payment
III. Stadium Builder License reporting

Procurement Meeting
Date: 12/4/25; 11:00am to 12:00pm
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Alyssa Kutz, Holly Gilbert, Karen Steiber (49ers/Stadium Manager)

I. Stadium Manager Items:
    a. RFA's for on-call providers

II. Open Discussion/Q&A

SBLX and FWC Permit Intake and Coordination
Date: 12/8/2025; 3:00pm to 3:32pm
Zoom Meeting: Elycia Knight, David Tran, Jake Tomlin, Nimisha Agrawal (City/SCSA); Cameron Lacson (49ers/Stadium Manager)

I. Review critical items related to SBLX and FIFA WC
II. Continued Permit Coordination across departments

Weekly Accounting Status Meeting
Date: 12/10/25; 2:30pm to 2:40pm
Teams Meeting: Tyler Cook (City/Stadium Authority), Erin Fernandez (49ers/Stadium Manager), and Jeremiah Lagasca (49ers/Stadium Manager)

I. Outstanding Invoices
II. Trust Cash Flow Update

Stadium Authority Surplus Equipment
Date: 12/15/25;12:00pm to 12:20pm
Zoom Meeting: Christine Jung, Al McNeal (City/SCSA); Francine Melendez Hughes (49ers/Stadium Manager)

I. Timeline to move equipment out of the Stadium
II. Current storage
III. Next Steps (Francine will check in with her team on availability and coordinate with Al to view the equipment on site and potentially at storage space before holidays)

SBLX and FWC Permit Intake and Coordination
Date: 12/15/2025; 3:00pm to 3:45pm
Teams Meeting: Elycia Knight, David Tran, Jake Tomlin, Nimisha Agrawal, Lesley Xavier, Calvin Placencia, Armand Lobao (City/SCSA); Cameron Lacson, Teddy Barnes (49ers/Stadium Manager)

I. Review critical items related to SBLX and FIFA WC
II. Continued Permit Coordination across departments

SBLX and FWC Permit Intake and Coordination
Date: 12/18/2025; 8:30am to 9:00am
Teams Meeting: Elycia Knight, Nimisha Agrawal, Lesley Xavier, Afshan Hamid (City/SCSA); Fracine Hughes (49ers/Stadium Manager)

I. Anticipated Permits to be submitted by Metropolis
II. How to process private lot submittals
III. Secure Perimeter and Clean Zone

Procurement Meeting
Date: 12/18/25;11:00am to 11:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Alyssa Kutz, Holly Gilbert, Karen Steiber (49ers/Stadium Manager)

I. SCSA Items:
   a. Radio Booth Cabling– Phase I CapEx
   b. Compactor CapEx Project

II. Stadium Manager Items:
   a. Unpaid CapX vendors
   b. Calendar for Board meetings
   c. Cost Proposals and vendor rates

III. Open Discussion/Q&A

SBLX and FWC Permit Intake and Coordination
Date: 12/18/2025; 4:00pm to 5:00pm
Zoom Meeting: Elycia Knight, Jake Tomlin, Calvin Placencia, Armand Lobao, Afshan Hamid (City/SCSA); Cameron Lacson (Stadium Manager), Bob Ross(Liveevents), Kim Austgen (pyrotechnico), Dani Sawtell (pyrotechnico), Nelson Ferreira (49ers/Stadium Manager)

I. Review critical items related to SBLX and FIFA WC
II. Continued Permit Coordination across departments

Super Bowl League Event Agreement
Date: 12/19/2025, 2:00 pm
Teams Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager); Robert A. Weikert (BAHC)

I. Super Bowl League Event Agreement

Super Bowl League Event Agreement
Date: 12/19/2025, 3:15 pm
Zoom Meeting: Glen Googins (City/Stadium Authority); Jihad Beauchman (49ers/Stadium Manager); Robert A. Weikert (BAHC)

I. Super Bowl League Event Agreement

26-737 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on the May 5, 2026 and May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and the May 6, 2026 Special City Council Meeting Minutes and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes (DEFERRED FROM JUNE 23, 2026)

DISCUSSION

At the June 23, 2026 Council meeting Councilmember Park pulled the May 5, 2026 and May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, and the May 6, 2026 Special City Council Meeting Minutes and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes for discussion.

RECOMMENDATION

Approve the May 5, 2026 and May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, May 6, 2026 Special City Council Meeting, and May 26, 2026 Special Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

05/05/2026 **5:30 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Chahal participated remotely from the following location:
627 Sector 11 Panchkula HR India

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

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All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Study Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 5:40 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 26-255 Study Session: Review of the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Amendments

Recommendation: Review and provide input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Changes.

City Manager Grogan made opening remarks and introduced **Director of Finance Lee** who provided a Powerpoint presentation on the review of the proposed Fiscal Year 2026/27 & Fiscal Year 2027/28 Biennial Capital Improvement Program Budget and Fiscal Year 2026/27 Operating Budget changes.

Councilmember Park arrived at the dais at 6:16 PM.

Council questions and comments followed.

Public Comment: Wanda Buck

Mayor Gillmor called for a recess at 6:59 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:16 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel noted that **Council/Boardmember Chahal** would be participating remotely under the Brown Act.

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 6 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, Mayor/Chair Lisa Gillmor

Absent: 1 - Council/Boardmember Kevin Park (arrived at 7:57 PM)

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

City Attorney Googins reported that there was no reportable action from the April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Closed Session.

Council/Boardmember Jain requested to move Item 9 to be heard following Public Presentations.

SPECIAL ORDER OF BUSINESS

2.A 26-502 Commendation of the 25th Anniversary of the Santa Clara City Library Foundation & Friends

Mayor Gillmor, on behalf of the **Council**, commended the 25th Anniversary of the Santa Clara City Library Foundation & Friends.

JoAnn Davis (Executive Director, Santa Clara City Library Foundation & Friends) accepted the commendation and provided some remarks.

2.B 26-347 Proclamation of May 2026 as Affordable Housing Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Affordable Housing Month.

Emily Ramos (Tenant Protection & Empowerment Associate, SV@Home) accepted the proclamation and provided some remarks.

2.C 26-211 Proclamation of May 17-23, 2026 as National Public Works Week

Mayor Gillmor, on behalf of the **Council**, proclaimed May 17-23, 2026 as National Public Works Week.

Director of Public Works Mobeck accepted the proclamation and provided some remarks.

2.D 26-492 Proclamation of May 3-9, 2026, as Professional Municipal Clerks Week

Mayor Gillmor, on behalf of the **Council**, proclaimed May 3-9, 2026 as Professional Municipal Clerks Week.

Assistant City Clerk Pimentel and **City Clerk Bob O'Keefe** accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Councilmember Jain pulled the Parks and Recreation Commission March 9, 2026 Meeting Minutes from Item 3.A.

A motion was made by Vice Mayor/Chair Gonzalez, seconded by Council/Boardmember Jain, to approve the balance of the Consent Calendar (except Item 3.A).

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Jain, Council/Boardmember Cox, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Park

3.A 26-9 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Cultural Commission - March 2, 2026
Youth Commission - February 10, 2026
Youth Commission - March 10, 2026
Senior Advisory Commission - January 26, 2026
Senior Advisory Commission - March 16, 2026
Parks & Recreation Commission - January 12, 2026
Parks & Recreation Commission - March 09, 2026

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to Note and file the Minutes of: Cultural Commission - March 2, 2026, Youth Commission - February 10, 2026, Youth Commission - March 10, 2026, Senior Advisory Commission - January 26, 2026, Senior Advisory Commission - March 16, 2026, and Parks & Recreation Commission - January 12, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.B 26-253 Action on City Bills and Claims Report for the period February 7, 2026 - March 6, 2026

Recommendation: Approve the list of Bills and Claims for February 7, 2026 - March 6, 2026.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to approve the list of Bills and Claims for February 7, 2026 - March 6, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.C 26-455 Action on City Bills and Claims Report for the period March 7, 2026 - April 3, 2026

Recommendation: Approve the list of Bills and Claims for March 7, 2026 - April 3, 2026.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to approve the list of Bills and Claims for March 7, 2026 - April 3, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.D 26-1668 Action on Award of a Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to Saboo Inc. and Approval of Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (c), "Existing Facilities," of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to the lowest responsive and responsible bidder, Saboo Inc., in the amount of $2,700,000 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project in final forms approved by the City Attorney;
3. Authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $405,000, for a total not to exceed contract amount of $3,105,000; and
4. Approve the following FY 2025/26 budget amendments:
   a. In the Public Buildings Capital Fund, recognize a transfer from the Water Utility Fund in the amount of $725,320, a transfer from the Water Utility Capital Fund in the amount of $2,300,000, and a transfer from the Electric Utility Capital Fund in the amount of $360,530, and increase the Standby Stationary Generators Project by $3,385,850 **(five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Water Utility Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $725,320 and decrease the Unrestricted Ending Fund Balance in the amount of $725,320 **(five affirmative Council votes required for the use of unused balances)**;
   c. In the Water Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $2,300,000 and decrease the Buildings and Grounds Project by $2,300,000 **(majority affirmative Council votes required)**; and
   d. In the Electric Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $360,530 and decrease the Electric Yard Building and Grounds Project in the amount of $360,530 **(majority affirmative Council votes required)**.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (c), "Existing Facilities," of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the Citywide Emergency Generators Replacement Phase 3 Project to the lowest responsive and

responsible bidder, Saboo Inc., in the amount of $2,700,000 and authorize the City Manager or Designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project in final forms approved by the City Attorney; (3) authorize the City Manager or Designee to execute change orders up to approximately 15 percent of the original contract price, or $405,000, for a total not to exceed contract amount of $3,105,000; and (4) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Public Buildings Capital Fund, recognize a transfer from the Water Utility Fund in the amount of $725,320, a transfer from the Water Utility Capital Fund in the amount of $2,300,000, and a transfer from the Electric Utility Capital Fund in the amount of $360,530, and increase the Standby Stationary Generators Project by $3,385,850; (b) in the Water Utility Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $725,320 and decrease the Unrestricted Ending Fund Balance in the amount of $725,320; (c) in the Water Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $2,300,000 and decrease the Buildings and Grounds Project by $2,300,000; and (d) in the Electric Utility Capital Fund, establish a transfer to the Public Buildings Capital Fund in the amount of $360,530 and decrease the Electric Yard Building and Grounds Project in the amount of $360,530.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.E 26-275 Action to Authorize the City Manager to Enter into an Exclusive Negotiating Agreement (ENA) with Valley Water for the Development of the Pure Water Silicon Valley Project (PWSV)

Recommendation: Authorize the City Manager or their designee to execute the Exclusive Negotiations Agreement between the City of San José, City of Santa Clara, and Valley Water in substantially the form presented, in a final form approved by the City Attorney

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to authorize the City Manager or their designee to execute the Exclusive Negotiations Agreement between the City of San José, City of Santa Clara, and Valley Water in substantially the form presented, in a final form approved by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.F 26-67 Action on a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27

Recommendation: Adopt a Resolution with a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9553 with a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2026-27.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.G 26-491 Action on a Resolution of the City of Santa Clara Authorizing the Display of the FIFA ceremonial flag from May 12, 2026 to July 19, 2026.

Recommendation: Adopt a Resolution waiving the 30 continuous day maximum display period in City Council Policy 48 (“Display of Flags”) and authorizing the display of the FIFA World Cup flag from May 12, 2026 to July 19, 2026 at City Hall and other suitable locations throughout the City approved by the City Manager.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9554 waiving the 30 continuous day maximum display period in City Council Policy 48 (“Display of Flags”) and authorizing the display of the FIFA World Cup flag from May 12, 2026 to July 19, 2026 at City Hall and other suitable locations throughout the City approved by the City Manager.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

3.H 26-500 Approve an Update to the Unit 1 Classified Salary Plan to Reflect the Approved Increase to the 40-hour Special Assignment Pay

Recommendation: Adopt a Resolution Updating the Salary Plan for various Unit 1 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Jain, to adopt Resolution No. 26-9555 Updating the Salary Plan for various Unit 1 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. 26-302 Action on Stadium Authority Bills and Claims for the Month of March 2026

Recommendation: Approve the list of Stadium Authority Bills and Claims for March 2026.

A motion was made by Vice Chair Gonzalez, seconded by Boardmember Jain, to approve the list of Stadium Authority Bills and Claims for March 2026.

Aye: 6 - Vice Chair Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Jain, Boardmember Cox, and Chair Gillmor

Absent: 1 - Boardmember Park

PUBLIC PRESENTATIONS

Anthony Becker (time donated by Fred) made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

Mary Grizzle spoke regarding downtown.

Brian Darby spoke regarding a report on manufactured homes.

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

9. 26-136 Public Hearing: Opportunity for Public Comment and action on the Final Version of the FY 2026/27 Annual Action Plan for the Use of Federal Housing and Urban Development (HUD) Grant Funds (Hearing 2 of 2)

Recommendation:

1. Note and File Public Comment on FY 2026/27 Annual Action Plan for U.S. Department of Housing and Urban Development Funds;
2. Approve the FY 2026/27 Annual Action Plan in substantially the form presented, and direct staff to summarize and include all public comments to be submitted to HUD within sixty (60) days after receiving the allocation notice;
3. Allocate $30,000 from the Housing Division's annual General Fund budget for the Bill Wilson Center Family Therapy Counseling Program and reallocate $30,000 in HUD public service funding evenly to the other public service agencies;
4. Appropriate a total of $60,000 to Nextdoor Solutions for domestic violence support services using HOME ARP funding for fiscal years 2026/27 and 2027/28. These funds were already programmed for supportive services in the HOME ARP Plan, but additional action is needed to award these funds to Nextdoor Solutions;
4. Delegate authority to the City Manager or designee to negotiate, draft, and execute a two-year agreement with the County Office of Supportive Housing not-to-exceed $350,000, using local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney; and
5. Delegate authority to the City Manager or designee to execute all agreements and amendments for federal and local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney.

Councilmember Park arrived at the dais at 7:57 PM.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Housing Manager Marcus** who provided a PowerPoint presentation on the Fiscal Year 26/27 Draft Annual Action Plan for the Use of federal Housing and Urban Development Grant funds.

Council questions and comments followed.

Housing Manager Marcus addressed **Council** questions.

Public Comment: Carole Conn
Delinda Yatskevich
Pilar Furlong
Brian Darby

Alma Soto
Georgia Bacil

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

City Manager Grogan addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) note and file Public Comment on Fiscal Year 2026/27 Annual Action Plan for U.S. Department of Housing and Urban Development Funds; (2) approve the Fiscal Year 2026/27 Annual Action Plan in substantially the form presented, and direct staff to summarize and include all public comments to be submitted to HUD within sixty (60) days after receiving the allocation notice; (3) allocate $30,000 from the Housing Division's annual General Fund budget for the Bill Wilson Center Family Therapy Counseling Program and reallocate $30,000 in HUD public service funding evenly to the other public service agencies; (4) appropriate a total of $60,000 to Nextdoor Solutions for domestic violence support services using HOME ARP funding for fiscal years 2026/27 and 2027/28 (4) delegate authority to the City Manager or designee to negotiate, draft, and execute a two-year agreement with the County Office of Supportive Housing not-to-exceed $350,000, using local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney; and (5) delegate authority to the City Manager or designee to execute all agreements and amendments for federal and local funding that is allocated through the City Council's adoption of the FY 2026/27 Annual Action Plan in final forms approved by the City Attorney.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

5. 26-422 Public Hearing - Adopt a Resolution Approving the California Municipal Finance Authority Issuance of Tax-Exempt Bonds for Financing of a 100% Affordable Multifamily Rental Housing Project located at 3550 El Camino Real

Recommendation:

1. Conduct the Tax Equity and Fiscal Responsibility Act ("TEFRA") public hearing; and
2. Adopt the resolution in substantially the form presented approving the issuance of not to exceed $50 million in bonds by the CMFA for the benefit of Clara Gardens LP, as the borrower, to provide for the financing of the affordable housing project at 3550 El Camino Real to satisfy TEFRA requirements.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Housing Manager Marcus** who provided a PowerPoint presentation on the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing of 2550 El Camino Real (Clara Gardens).

Council questions and comments followed.

City Attorney Googins, Housing Manager Marcus, **Ben Barker (Financial Advisor, California Municipal Finance Authority)** and **Nicole Brown (Senior Project Manager, RCD)** and **Director of Community Development Hamid** addressed **Council** questions.

Public Comment: Linda Knepper

City Manager Grogan provided some remarks.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

Nicole Brown (Senior Project Manager, RCD) addressed to **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to (1) conduct the Tax Equity and Fiscal Responsibility Act ("TEFRA") public hearing; and (2) adopt Resolution No. 26-9556 in substantially the form presented approving the issuance of not to exceed $50 million in bonds by the CMFA for the benefit of Clara Gardens LP, as the borrower, to provide for the financing of the affordable housing project at 3550 El Camino Real to satisfy TEFRA requirements.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

6. 26-290 Review and Adopt the Parks and Recreation Master Plan and Adopt a Resolution Approving the Plan

Recommendation: Review the Parks & Recreation Master Plan and Adopt a Resolution Approving the Plan dated March 9, 2026.

City Manager Grogan made some opening remarks and introduced **Director of Parks and Recreation Sparacino** who provided a verbal presentation. **Peter Winch (Principal Planner, WRT Planning and Design)** and **Madison Merrill (Associate Planner, WRT Planning and Design)** provided a Powerpoint presentation on the review of the Parks and Recreation Master Plan.

Council questions and comments followed.

Public Comment: Susan Hinton (E-comment)
Linda Knepper
Wanda Buck

City Manager Grogan, **Director of Parks and Recreation Sparacino**, and **Director of Public Works Mobeck** addressed **Council** questions.

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to review the Parks & Recreation Master Plan and adopt Resolution No. 26-9557 approving the Plan dated March 9, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7. 26-149 Adopt a Resolution to Declare the City of Santa Clara's Intention to Renew the Santa Clara Tourism Improvement District (SCTID) and fix the time and place for a public meeting and public hearing

Recommendation: Adopt a Resolution of Intention declaring the City's intent to renew the Santa Clara Tourism Improvement District (SCTID) for five (5) years starting July 1, 2026.

Assistant City Manager Azevedo made some opening remarks and introduced **Christine Lawson (Chief Executive Officer, Discover Santa Clara)** and **Kelly Rankin (Senior Project Manager, Civitas)**.

Council questions and comments followed.

(Chief Executive Officer, Discover Santa Clara) and **Kelly Rankin (Senior Project Manager, Civitas)** addressed **Council** questions.

Public Comment: Nancy Fullmore
Erin Henry
Jack Bloom
Billy Mendez
Kevin Dominguez

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to adopt Resolution No. 26-9558 declaring the City's intent to renew the Santa Clara Tourism Improvement District (SCTID) for five (5) years starting July 1, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

8. 26-70 Action to Waive First Reading and Introduce an Ordinance Adding Chapter 12.65 Entitled “Encroachments of Private Improvements into Public Rights-of-Way” to the City Code to Establish Procedures for the Administrative Approval of Private Encroachments within the Public Right-of-Way

Recommendation: Alternative 1:
Waive First Reading and Introduce an Ordinance Adding new Chapter 12.65 entitled “Encroachments of Private Improvements into Public Rights-of-Way” to Title 12 (entitled “Streets, Sidewalks and Public Places”) of “The Code of the City of Santa Clara, California” (“SCCC”).

City Manager Grogan made some opening remarks and introduced **Assistant Director of Public Works Liw** who provided a PowerPoint presentation on the introduction of an ordinance adding Chapter 12.65 entitled "Encroachments into Public rights of way to the city code to establish procedures for the administrative approval of private encroachments within the Public right of way".

Council questions and comments followed.

Assistant Director of Public Works Liw, **City Manager Grogan**, and **City Attorney Googins** addressed **Council** questions.

Public Comment: Rob Mayer
Adam

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Park, extend the meeting to finish this item.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Council discussion followed.

City Attorney Googins and **City Manager Grogan** addressed **Council** questions.

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to extend debate.

The motion failed.

Aye: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

A motion was made by Councilmember Hardy, seconded by Councilmember Cox, to direct staff to explore an appeal process to the Planning Commission.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Nay: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:25 AM on May 6, 2026 in memory of **Eliseo P. Velasco**.

The next regular scheduled meeting is on Tuesday, May 19, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

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AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

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Draft

City of Santa Clara

Special Meeting Minutes

Call and Notice of Special Meeting of the City Council

05/06/2026 **6:15 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Councilmember Chahal participated remotely from the following location:
627 Sector 11 Panchkula HR India

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on May 6, 2026, at 6:15 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

6:15 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 6:18 PM.

Roll Call

Assistant City Clerk Pimentel noted that **Councilmember Chahal** would be participating remotely and that **Councilmember Park** would be joining the meeting later.

Present: 6 - Vice Mayor Albert Gonzalez, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park, Councilmember Suds Jain, and Mayor Lisa M. Gillmor

Absent: 1 - Councilmember Kelly Cox

Public Comment

None.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

1. 26-544 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Ashley Lancaster, Glen Googins and Su Reuter

Employee Organization(s):
Unclassified Fire Management (Unit #9B)

2. 26-505 Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

--Number of potential cases: 2 potential cases

3. 26-532 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Adame, et al. v. City of Santa Clara, United States Northen

District Court, Case no. 5:26-cv-03740-SVK

4. 26-531 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Shahla Montes vs City of Santa Clara et al, Santa Clara Superior Court, Case no. 22CV398747

5. 26-543 Conference with Real Property Negotiators (City)
Pursuant to Gov. Code § 54956.8

Properties:

--990 Benton Street, Santa Clara, CA 95050 (APN 269-22-072) (acquisition)

--777 Benton Street, Santa Clara, CA 95050 (APN 269-16-080) (disposition)

City Negotiators: Jovan D. Grogan, City Manager (and/or designee) and Glen R. Googins, City Attorney (and/or designee)

Negotiating Parties: City of Santa Clara and Santa Clara University

Under Negotiation: Purchase/Sale of Real Property interests (provisions, price and terms of payment)

Mayor Gillmor recused herself from this item.

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 6:21 PM.

Councilmember Park joined the meeting at 6:21 PM.

ADJOURNMENT

The meeting was adjourned at 9:06 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS AND AT THE REGULAR MEETING ON MAY 19, 2026.

City Attorney Googins reported that there was no reportable action from Closed Session.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

05/19/2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Council/Boardmember Albert Gonzalez participated remotely under SB 707 Provision "Just Cause"

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

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5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the meeting to order at 5:38 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum and noted that **Vice Mayor Gonzalez** and **Councilmember Hardy** would be participating remotely under the "Just Cause" Provision of AB 2449.

1. 26-254 Study Session: Review of and Input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Amendments ("Proposed Budget") and setting June 9, 2026 as the Public Hearing Date for City Council Action on the Proposed Budget

Recommendation: Review and provide input on the Proposed FY 2026/27 & FY 2027/28 Biennial Capital Improvement Program Budget and FY 2026/27 Operating Budget Changes ("Proposed Budget") and set the public hearing date on the Proposed Budget for the City Council's next regular meeting on June 9, 2026 beginning at 7:00 PM.

City Manager Grogan made some opening remarks and introduced **Director of Finance Lee** who provided a PowerPoint presentation on the proposed Fiscal Year 2026/27 and Fiscal Year 2027/28 Biennial Capital Improvement Program Budget and Fiscal Year 2026/27 Operating Budget Changes.

Public Comment: Mary Grizzle
Wanda Buck

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to set the public hearing date on the Proposed Budget for the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting at 7:00 PM.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Cox

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:15 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Jain recited the Statement of Values.

Roll Call

Present: 6 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, and Mayor/Chair Lisa M. Gillmor

Absent: 1 - Council/Boardmember Kelly Cox

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to excuse Council/Boardmember Cox from this meeting.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS ON MAY 6, 2026

City Attorney Googins reported that there was no reportable action from the May 6, 2026 Special City Council Meeting Closed Session. He noted that the **Council** did not hear Items 4 and 5.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Councilmember Jain requested to move Item 7 to be heard after Public Presentation.

2. 26-416 Continuance of the Third Zoning Code Cleanup Ordinance and Rezoning of Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential)

Recommendation: Staff recommend that the City Council open the public hearing on this item and then immediately continue the proposed project to July 14, 2026.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to open the public hearing on this item and then immediately continue the proposed project to the July 14, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

SPECIAL ORDER OF BUSINESS

3.A 26-420 Recognition of Outgoing Youth Commission Members for FY 2025/26

Recreation Supervisor Ichiho recognized the outgoing Youth Commissioners: **Malia Martin, Samarth Suresh, Samaira Mehta, Namita Gaidhani, Julianna Arias Hernandez, Rebecca Kunze, Niharika Uppalapati, and Ayaan Mathur**.

3.B 26-421 Action on the Appointment of Youth Commissioners for the FY 2026/27 Term

Recommendation: That Council takes the following actions related to the FY2026/27 Youth Commission:

1. Reappoint Seoyun Chong, Allysa Domensino, Mateo Espinal, Srikha Gopisetti, Neha Israni, Drew Madriaga, Brian Rong, and Aneesha Vemu as Youth Commissioners;
2. Appoint Aryav Ahuja, Nikhil Gupta, Hunar Kaur, Sahana Mahesh, Nevan Molina, Shwasa Muttumu, and Ibrahim Rayees as Youth Commissioners; and
3. Appoint Maryam Shaahid, Aditri Bhatla, and Hannah Mercado as alternates to the Youth Commission.

Recreation Coordinator Casem provided a verbal report on appointment of Youth Commissioners for the Fiscal Year 2026/27 term.

Council comments followed.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to (1) reappoint Seoyun Chong, Allysa Domensino, Mateo Espinal, Srikha Gopisetti, Neha Israni, Drew Madriaga, Brian Rong, and Aneesha Vemu as Youth Commissioners; (2) appoint Aryav Ahuja, Nikhil Gupta, Hunar Kaur, Sahana Mahesh, Nevan Molina, Shwasa Muttumu, and Ibrahim Rayees as Youth Commissioners; and (3) appoint Maryam Shaahid, Aditri Bhatla, and Hannah Mercado as alternates to the Youth Commission.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

3.C 26-306 Proclamation of May 2026 as Asian American and Pacific Islander Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Asian American and Pacific Islander Heritage Month.

Daniel Woo (Korean American Cultural Foundation) accepted the proclamation.

3.D 26-402 Recognition of the Santa Clara Women's League Donation of $24,000 to Support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long 2026" Health & Wellness Fair and Approve Related Budget Amendment

Recommendation:

1. Accept the donation from the Santa Clara Women's League;
2. Authorize the Mayor and City Manager to sign a letter of appreciation; and
3. Approve the FY 2025/26 budget amendments in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $24,000 and appropriate it to the Case Management Grant **(five affirmative Council votes required to appropriate additional revenue)**.

Mayor Gillmor, on behalf of the **Council**, recognized the Santa Clara Women's league donation of $24,000 to support the Senior Center Health & Welness Case Management Program and the "Be Strong, Live Long 2026" Health & Wellness Fair.

Emily Adorable (President, Santa Clara Women's League) accepted the recognition and provided some remarks.

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to (1) accept the donation from the Santa Clara Women's League; (2) authorize the Mayor and City Manager to sign a letter of appreciation; and (3) approve the Fiscal Year 2025/26 budget amendments in the Public Donations Fund to recognize the Santa Clara Women's League donation in the amount of $24,000 and appropriate it to the Case Management Grant.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

3.F 26-528 Recognition of the Recipients of the Fourth Annual Silicon Valley Power Sustainable Futures Scholarship Program in Partnership with Santa Clara University

Mayor Gillmor, on behalf of the **Council**, recognized the recipients of the Fourth Annual Silicon Power Sustainable Futures Scholarship Program in partnership with Santa Clara University.

Chief Electric Utility Officer Procos, Ximena Garcia-Isabelli, Isabella Gomez, and **Gigi Jones** provided some remarks.

Council comments followed.

3.E 26-345 Proclamation of May 2026 as Myositis Awareness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Myositis Awareness Month.

Vickie Fairchild (Board Member, Santa Clara Unified School District) accepted the proclamation and provided some remarks.

Council comments followed.

CONSENT CALENDAR

Councilmember Hardy recused herself from Item 4.K due to a conflict of interest as her residence is near the subject property.

Councilmember Jain pulled Item 4.H.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to approve the balance of the Consent Calendar (except Items 4.H and 4.K).

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

4.A 26-577 Action on the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Park, to approve the April 7, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, April 14, 2026 Special City Council Meeting, and April 21, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

Aye: 6 - Vice Mayor/Chair Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, and Mayor/Chair Gillmor

Absent: 1 - Council/Boardmember Cox

4.B 26-10 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Bicycle and Pedestrian Advisory Committee - January 26, 2026

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to note and file the Minutes of the Bicycle and Pedestrian Advisory Committee - January 26, 2026.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.C 26-510 Action on Monthly Financial Status and Investment Reports for March 2026 and Approval of the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for March 2026 as presented; and
2. Approve the Fiscal Year 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. In the General Fund, recognizes wildland reimbursement revenue and appropriates the funds to the Fire Department, and transfers funds to the Vehicle Replacement Fund for Fire Department and Parks and Recreation Department vehicle costs, with a net impact of $42,303;
   b. In the Cemetery Capital Fund, establishes a new Memorial Park Roadway Rehabilitation project, offset by a transfer from the Cemetery Fund and the unrestricted ending fund balance, with a net impact of $446,905;
   c. In the Cemetery Fund, transfers funds to the Cemetery Capital Fund for the new Memorial Park Roadway Rehabilitation project, with a net impact of $0;
   d. In the Fire CUPA Fund, increases funding for as-needed staff, offset by unrestricted ending fund balance, with a net impact of $0;
   e. In the Streets and Highways Capital Fund, establishes the North Santa Clara Transit Station Access and Circulation Study project, offset by grant funding and the Pedestrian and Bicycle Enhancement Facilities Project, with a net impact of $145,000; and
   f. In the Vehicle Replacement Fund, increases the Capital Outlay appropriation for Fire Department and Parks and Recreation Department vehicle costs, offset by a transfer from the General Fund, with a net impact of $187,170.

Items 2a - 2f, five affirmative Council votes required to appropriate additional revenue and for the use of unused balances.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) note and file the Monthly Financial Status Report and Monthly Investment Report for March 2026 as presented; and (2) approve the Fiscal Year 2025/26 budget amendments in the following funds: (a) in the General Fund, recognizes wildland reimbursement revenue and appropriates the funds to the Fire Department, and transfers funds to the Vehicle Replacement Fund for Fire Department and Parks and Recreation Department vehicle costs, with a net impact of $42,303; (b) in the Cemetery Capital Fund, establishes a new Memorial Park Roadway Rehabilitation project, offset by a transfer from the Cemetery Fund

and the unrestricted ending fund balance, with a net impact of $446,905; (c) in the Cemetery Fund, transfers funds to the Cemetery Capital Fund for the new Memorial Park Roadway Rehabilitation project, with a net impact of $0; (d) in the Fire CUPA Fund, increases funding for as-needed staff, offset by unrestricted ending fund balance, with a net impact of $0; (e) in the Streets and Highways Capital Fund, establishes the North Santa Clara Transit Station Access and Circulation Study project, offset by grant funding and the Pedestrian and Bicycle Enhancement Facilities Project, with a net impact of $145,000; and (f) in the Vehicle Replacement Fund, increases the Capital Outlay appropriation for Fire Department and Parks and Recreation Department vehicle costs, offset by a transfer from the General Fund, with a net impact of $187,170.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.D 26-452 Action on Approval of the Spending Plan for the Supplemental Law Enforcement Services Fund and the Related Budget Amendment

Recommendation:

1. Approve the spending plan for funds received from the Citizens' Option for Public Safety Programs Supplemental Law Enforcement Services Fund on the terms presented; and
2. Approve a FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $207,051 and increase the Citizens' Option for Public Safety 24-25 appropriation in the amount of $207,051 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) approve the spending plan for funds received from the Citizens' Option for Public Safety Programs Supplemental Law Enforcement Services Fund on the terms presented; and (2) approve a Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $207,051 and increase the Citizens' Option for Public Safety 24-25 appropriation in the amount of $207,051.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.E 26-282 Action on the Appropriation of $65,781 in Asset Forfeiture Funds for FY 2025/26 and Approve the Related Budget Amendment

Recommendation:

1. Approve the appropriation of Asset Forfeiture Funds in the amount of $65,781 pursuant to State and federal regulations; and
2. Approve the FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize seized asset funding in the amount of $65,781 and appropriate that funding to the Seized Asset Funds program in the amount of $65,781 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) approve the appropriation of Asset Forfeiture Funds in the amount of $65,781 pursuant to State and Federal regulations; and (2) approve the Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize seized asset funding in the amount of $65,781 and appropriate that funding to the Seized Asset Funds program in the amount of $65,781.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.F 26-262 Action on Award of Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc. and Approval of Related Budget Amendments

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Award the Public Works Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc., the lowest responsive and responsible bidder, in the amount of $10,306,343 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney;
3. Authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or $1,030,634, for a total project budget not to exceed amount of $11,336,977, in final forms approved by the City Attorney; and
4. Approve the following FY 2025/26 budget amendments:
   a. In the Streets and Highways Capital Fund, recognize transfers of $470,000 from the Water Utility Capital Fund and $221,000 from the Sewer Utility Capital Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by $691,000 (**five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Water Utility Capital Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Water project by $470,000 (**majority affirmative Council votes required)**; and
   c. In the Sewer Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Sewer project by $221,000. (**majority affirmative Council votes required).**

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) award the Public Works Contract for the 2026 Annual Street Pavement Maintenance and Rehabilitation Project to MCK Services, Inc., the lowest responsive and responsible bidder, in the amount of $10,306,343 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project, in final forms approved by the City Attorney; (3) authorize the City Manager to execute change orders

up to approximately 10 percent of the original contract price, or $1,030,634, for a total project budget not to exceed amount of $11,336,977, in final forms approved by the City Attorney; and (4) approve the following Fiscal Year 2025/26 budget amendments: (a) in the Streets and Highways Capital Fund, recognize transfers of $470,000 from the Water Utility Capital Fund and $221,000 from the Sewer Utility Capital Fund, and increase the Annual Street Maintenance and Rehabilitation Program project by $691,000; (b) in the Water Utility Capital Fund, increase the transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Water project by $470,000; and (c) in the Sewer Utility Capital Fund, establish a transfer to the Streets and Highways Capital Fund and reduce the Public Works Paving Support-Sewer project by $221,000.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.G 26-435 Action to Authorize the City Manager to Negotiate and Execute an Agreement with Alliant Insurance Services Inc. to Provide Insurance Broker and Related Services for a Total Not to Exceed Compensation of $766,100

Recommendation:

1. Authorize the City Manager to negotiate and execute a two-year agreement with Alliant Insurance Services Corporation to provide Insurance Broker and Related Services for a two-year term commencing on July 1, 2026, and ending on June 30, 2028 with a maximum compensation not to exceed seven hundred sixty-six thousand one hundred dollars ($766,100), inclusive of a fifteen thousand dollar ($15,000) contingency in substantially the form presented, subject to budget appropriations and review and approval as to final form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement including the execution of minor amendments to add or delete services within the overall scope of services.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager to negotiate and execute a two-year agreement with Alliant Insurance Services Corporation to provide Insurance Broker and Related Services for a two-year term commencing on July 1, 2026, and ending on June 30, 2028 with a maximum compensation not to exceed seven hundred sixty-six thousand one hundred dollars ($766,100), inclusive of a fifteen thousand dollar ($15,000) contingency in substantially the form presented, subject to budget appropriations and review and approval as to final form by the City Attorney; and (2) authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement including the execution of minor amendments to add or delete services within the overall scope of services.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.I 26-466 Action to Authorize the City Manager to Execute Agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the Supply and Delivery of Bulk Chemicals to Silicon Valley Power, With a Total Combined Maximum Compensation Not-to-Exceed $2,292,000, Inclusive of All Option Years

Recommendation:

1. Authorize the City Manager or designee to execute agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the supply and delivery of bulk chemicals, for an initial five-year term starting on or around June 1, 2026, and ending on May 31, 2031, with up to five one-year options to extend the term through May 31, 2036, for a total combined maximum compensation not-to-exceed $2,292,000, inclusive of a 20% contingency, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreements and negotiate and execute future amendment(s) to (a) exercise the option years, (b) implement rate adjustments on the terms provided in Exhibit B, (c) procure bulk chemicals from the secondary vendor under this RTC as needed and reallocate compensation between the agreements accordingly; and (d) make de minimis changes, provided that the total combined maximum compensation is not exceeded, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager or designee to execute agreements with Northstar Chemical dba Pacific Star Chemical, LLC and Univar Solutions USA, LLC for the supply and delivery of bulk chemicals, for an initial five-year term starting on or around June 1, 2026, and ending on May 31, 2031, with up to five one-year options to extend the term through May 31, 2036, for a total combined maximum compensation not-to-exceed $2,292,000, inclusive of a 20% contingency, subject to the appropriation of funds and the review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions necessary to implement and administer the agreements and negotiate and execute future amendment(s) to (a) exercise the option years, (b) implement rate adjustments on the terms provided in Exhibit B, (c) procure bulk chemicals from the secondary vendor under this RTC as needed and reallocate compensation between the agreements accordingly; and (d) make de minimis changes, provided that the total combined maximum compensation is not exceeded, subject to the appropriation of funds and the review and

approval as to form by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.J 26-442 Action on Amendment No. 1 to Agreements with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. for As-Needed Asphalt Repair Services to Remove the Annual Compensation Limit Subject to the Previously Authorized Maximum Amount of $10,400,000

Recommendation: Authorize the City Manager or designee to execute Amendment No.1, substantially in the forms attached, with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. to remove the annual $2,000,000 compensation limit for as-needed asphalt repair services, within the previously authorized maximum compensation amount of $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to authorize the City Manager or designee to execute Amendment No.1, substantially in the forms attached, with C2R Engineering, Inc., Golden Bay Construction, Inc., O'Grady Paving, Inc., A Teichert & Son, Inc., and West Valley Construction Company, Inc. to remove the annual $2,000,000 compensation limit for as-needed asphalt repair services, within the previously authorized maximum compensation amount of $10,400,000, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.K 26-464 Action to Authorize the Use of City Electric Forces for Public Works at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an Estimated Cost of $797,265

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an estimated cost of $797,265, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 3155 El Camino Real, 388 Woodhams Road, 3381 Pruneridge Avenue, 5200 Patrick Henry Drive, and Various streetlight locations along Great America Parkway, with an estimated cost of $797,265, are better performed by the City with its own employees and authorize the performance of these public works consistent with this authorization.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

Recused: 1 - Councilmember Hardy

4.L 26-359 Action on a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27

Recommendation: Adopt a Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to adopt Resolution No. 26-9559 Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Allocation of Transportation Development Act Article 3, Pedestrian and Bicycle Project Funding for Fiscal Year 2026/27.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.M 26-222 Action to Appoint a City of Santa Clara Bicycle and Pedestrian Advisory Committee Member to Serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle Pedestrian Advisory Committee

Recommendation: Appoint City of Santa Clara Bicycle and Pedestrian Advisory Committee member Betsy Megas to serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to appoint City of Santa Clara Bicycle and Pedestrian Advisory Committee Member Betsy Megas to serve as the City's Representative on the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

4.N 26-546 Action to approve moving the location of the June 1, 2026 Stadium Neighborhood Relations Ad Hoc Subcommittee meeting to the City Council Chambers.

Recommendation: Approve waiving the requirement that the June 1, 2026 Committee meeting be held at the Northside Branch Library, which is unavailable on that date, and approve moving the meeting to the City Council Chambers.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to approve waiving the requirement that the June 1, 2026 Committee meeting be held at the Northside Branch Library, which is unavailable on that date, and approve moving the meeting to the City Hall Council Chambers.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

PUBLIC PRESENTATIONS

George Schurle spoke regarding electric utility rates.

Brian Darby spoke regarding modular homes.

Anthony Becker (time donated by Fred, Abel, and Saskia) spoke regarding records retention and made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

James Rowen spoke regarding Anthony Becker's public presentation.

John Haggerty spoke regarding meeting management.

Public Speaker spoke regarding federal immigration enforcement.

Councilmember Jain referred **Anthony Becker's** concerns regarding records retention to **City Attorney Googins**.

CONSENT ITEMS PULLED FOR DISCUSSION

4.H 26-291 Action to Authorize the City Manager to Execute an Agreement with Colony Landscape and Maintenance, Inc. for Thatch Removal and Related Services at the Youth Soccer Park and Approve Related Budget Amendments

Recommendation:

1. Authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 Budget Amendments:
   a. In the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and,
   b. In the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Park, to (1) authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided and subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review

and approval as to form by the City Attorney; and (3) approve the following Fiscal Year 2025/26 Budget Amendments: (a) in the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509; and, (b) in the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

PUBLIC HEARING/GENERAL BUSINESS

7. 26-566 Declaration of Property as Exempt Surplus Land and Approval of Exclusive Negotiation Agreement with Valley Oak Partners for a Potential Land Exchange of the City Hall Civic Center Campus (1405 Civic Center Drive, APN 224-25-074) for the Agnews Office Park and Historic Site (4220 Network Circle, APNS 216-33-022 and 097-08-114) and Direction on the Formation of Community Advisory Committee

Recommendation:

1. Adopt Resolution Declaring Real Property Owned by the City to be Exempt Surplus Land and Approving an Exclusive Negotiation Agreement between the City and Agnews VOP, LLC for a Potential Land Exchange and City Hall Improvement Project which includes:
   a. Declaring the current City Hall property to be exempt surplus land;
   b. Authorizing the City Manager to sign and execute the Exclusive Negotiation Agreement in substantially the form presented, in a final form approved by the City Attorney; and
   c. Authorizing the City Manager to perform all other acts, and enter into other agreements or sign documents necessary to carry out the purposes of the Resolution.
2. Authorize the City Manager to execute property owner authorization forms and related documents necessary to permit the submission, processing, and evaluation of development applications, entitlement applications, environmental review documents, and related materials associated with the proposed project on City-owned property, **provided that such authorization shall not constitute approval of any project, land use entitlement, environmental determination, or final transaction by the City**; and
3. Direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointments, with Committee formation and appointments anticipated for the June 9 Council meeting.

City Manager Grogan and **Assistant City Manager Klotz** provided a Powerpoint presentation on the Declaration of Property as Exempt Surplus Land and Approval of Exclusive Negotiation Agreement with Valley Oak Partners for a potential land exchange of the City Hall Civic Center Campus (1405 Civic Center Drive APN 224-25-074) for the Agnews Office Park and Historical site (4220 Network Circle APNs 216-33-022 and 097-08-114) and direction on the formation of Community Advisory Committee.

Council comments and questions followed.

Public Comment: Mary Grizzle
Brian Darby
David Kertes

Anthony Becker (Time donated by Abel and Saskia)
Mark Kelsey
Christ Stampolis
John Haggerty
David Keith
Wanda Buck
Kathy Watanabe
Claudia
Jonathan Evans
Rob Mayer
Patricia Leung
Linda Knepper
Noah
Ed Stocks
Adam
Dan
Skip Pearson
Linda Johnston
M
David Keith (E-comment)
Noah MacDonald (E-comment)
Susan Hinton (E-comment)

A recess was called at 10:22 PM and **Mayor Gillmor** reconvened the meeting at 10:33 PM.

City Manager Grogan, Anna Shimko (Partner, Burke, Williams & Sorensen), Assistant City Manager Klotz addressed **Council** questions.

Council discussion followed.

A motion was made by Vice Mayor Gonzalez to (1) adopt Resolution Declaring Real Property Owned by the City to be Exempt Surplus Land and Approving an Exclusive Negotiation Agreement between the City and Agnews VOP, LLC for a Potential Land Exchange and City Hall Improvement Project which includes: (a) declaring the current City Hall property to be exempt surplus land; (b) authorizing the City Manager to sign and execute the Exclusive Negotiation Agreement in substantially the form presented, in a final form approved by the City Attorney; and (c) authorizing the City Manager to perform all other acts, and enter into other agreements or sign documents necessary to carry out the purposes of the Resolution; (2) authorize the City Manager to execute property owner

authorization forms and related documents necessary to permit the submission, processing, and evaluation of development applications, entitlement applications, environmental review documents, and related materials associated with the proposed project on City-owned property, provided that such authorization shall not constitute approval of any project, land use entitlement, environmental determination, or final transaction by the City; and (3) direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointment, with Committee formation and appointments anticipated for the June 9, 2026 City Council and Authorities Concurrent meeting.

The motion failed due to lack of a second.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to set the scope for the Community Advisory Community and direct staff to complete a facility needs assessment.

City Manager Grogan provided some comments and **Council** discussion followed.

Councilmember Hardy and **Councilmember Jain** withdrew their motion.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to (1) not approve Exclusive Negotiation Agreement and direct staff to evaluate options for Civic Center including a facility condition assessment that would include options at the current location and other locations; (2) direct staff to have discussion with Valley Oak Partners to preserve the option of land swap with no Exclusive Negotiation Agreement; and (3) form Community Advisory Committee to receive analysis and support the process.

The motion failed.

Aye: 3 - Vice Mayor Gonzalez, Councilmember Hardy, and Councilmember Jain

Nay: 3 - Councilmember Chahal, Councilmember Park, and Mayor Gillmor

Absent: 1 - Councilmember Cox

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to direct staff to bring back the formation of a Community Advisory Committee, with each Councilmember appointing one representative from their district, and the Mayor an at-large appointment, and complete a facility needs assessment with all options.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Councilmember Park

Absent: 1 - Councilmember Cox

Vice Mayor/Chair Gonzalez left the meeting at 12:03 AM.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Jain, to continue the meeting until 1 AM.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

6. 26-425 Action on the Revised El Camino Real Specific Plan, General Plan Amendment for the Creation of Five New General Plan Land Use Designations, Waive the First Reading and Introduce an Ordinance for the Creation of the El Camino Real Zoning Districts, and Certify and Adopt an Environmental Impact Report and Mitigation Monitoring and Reporting Program

Recommendation:

1. Adopt a resolution certifying the EIR, MMRP and related CEQA documents;
2. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457;
3. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (26-45 DU/AC); Corridor Residential - Low (12-25 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan and remove the El Camino Real Focus Area; and
4. Waive first reading and introduce an Ordinance amending the zoning code to create the El Camino Real Zoning districts.

Mayor Gillmor opened the Public Hearing.

Planning Manager Xavier, Alessandra Lundin (Planner, Rami and Associates), Libby Seifel (Seifel Consulting) and **Director of Community Development Hamid** provided a Powerpoint presentation on the Revised El Camino Real Specific Plan and Zoning Districts

Council questions and comments followed.

Public Comment: Brian Darby
Manuel
Edward Strine
Jeff Houston
Mathew Reed
Betsy Megas
Shalini V
Harry Neil
John Haggerty
Vlad Orlov (E-comment)
Susan Hinton (E-comment)

A motion was made by Councilmember Park, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

Council discussion followed.

Director of Community Development Director Hamid, Director of Public Works Assistant Director Liw, and **Libby Seifel (Seifel Consulting)** addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to (1) adopt Resolution No. 26-9560 certifying the EIR, MMRP and related CEQA documents; (2) adopt Resolution No. 26-9561 approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457; (3) adopt Resolution No. 26-9562 approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (26-45 DU/AC); Corridor Residential - Low (12-25 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan and remove the El Camino Real Focus Area; and (4) waive first reading and introduce Ordinance No. 2068 amending the zoning code to create the El Camino Real Zoning districts.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

5. 26-1748 Public Hearing: Action on a Resolution Setting Rates for Overall Solid Waste Service and Annual Clean-up Campaign in the Exclusive Franchise Area

Recommendation: Adopt a Resolution setting the overall rates to be charged to rate payers for the collection and disposal of garbage, refuse, yard trimmings, recycling, and annual Clean-up Campaign in the exclusive franchise area, effective for the utility bills issued for services rendered on and after July 1, 2026.

Mayor Gillmor opened the Public Hearing.

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to continue this item to the June 9, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 2 - Vice Mayor Gonzalez, and Councilmember Cox

8. 26-482 Update to City Council on Implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes and provide feedback on policy implementation.

Recommendation: Receive the report and provide input or further direction to staff regarding Policy 056 implementation as Council deems appropriate.

This item was deferred to a later meeting date uncertain.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 1:17 AM on May 20, 2026.

The next scheduled special meeting is on Tuesday, May 26, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Meeting Minutes

Call and Notice of Special Meeting of the

City Council and Santa Clara Stadium Authority Board

05/26/2026 **5:30 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
   NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor/Chair calls for a Special Meeting of the City Council of the City of Santa Clara and Boardmembers of the Stadium Authority, to commence and convene on May 26, 2026, at 5:30 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

Closed Session - 5:30 PM | Special Meeting - 7:00 PM

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:37 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 26-565 Conference with Legal Counsel-Existing Litigation
Pursuant to Gov. Code § 54956.9(d)(1)

Name of case: Shahla Montes vs City of Santa Clara et al, Santa Clara Superior Court, Case no. 22CV398747

1.B 26-556 Conference with Real Property Negotiators (City)
Pursuant to Gov. Code § 54956.8

Properties:

--990 Benton Street, Santa Clara, CA 95050 (APN 269-22-072) (acquisition)

--777 Benton Street, Santa Clara, CA 95050 (APN 269-16-080) (disposition)

City Negotiators: Jovan D. Grogan, City Manager (and/or designee) and Glen R. Googins, City Attorney (and/or designee)

Negotiating Parties: City of Santa Clara and Santa Clara University

Under Negotiation: Purchase/Sale of Real Property interests (provisions, price and terms of payment)

Mayor Gillmor noted she will recuse herself from Item 1.B due to conflict of interest as her office is near the subject property.

Councilmember Cox noted she will recuse herself from Item 1.B due to conflict of interest with her employment at Santa Clara University.

Public Comment

David Kertes
Chris Stampolis
Mark Kelsey
Anthony Becker

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:49 PM.

7:00 PM SPECIAL JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Special Meeting to order at 7:19 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Cox recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Vice Mayor/Chair Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session and noted that **Mayor Gillmor** and **Councilmember Cox** recused themselves from Item 1.B.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2. 26-591 Proclamation of May 2026 as Jewish American Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed May 2026 as Jewish American Heritage Month.

Jane Faershtein (Bay Area Jewish Coalition) and **Oshi Gat (Bay Area Jewish Coalition)** accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Mayor Gillmor pulled Item 3.A.

Councilmember Jain pulled Item 3.E.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to approve the balance of the Consent Calendar (except Items 3.A and 3.E).

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.B 26-562 Action on an Agreement with South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services with a Projected Cost of $150,000 for FIFA World Cup and Approve Related Budget Amendment; Action on a Resolution Delegating Authority to the City Manager to Negotiate and Execute Future Municipal Hazardous Materials Response Services Agreements with Public Safety Agencies for Supplemental HazMat Response Services

Recommendation:

1. Authorize the City Manager to execute the Agreement with the South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services for FIFA World Cup 2026 at Levi's Stadium, in an amount not to exceed $200,000 over the period of June 2, 2026, to July 2, 2026;
2. Approve a Resolution delegating authority to the City Manager to negotiate and execute future Municipal Hazardous Materials Response Services Agreements with public safety agencies for supplemental hazmat response services, within appropriated limits, and subject to approval as to form by the City Attorney; and
3. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $150,000 and increasing the Non-Departmental appropriation by $150,000 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) authorize the City Manager to execute the Agreement with the South San Joaquin County Fire Authority for Municipal Hazardous Materials Response Services for FIFA World Cup 2026 at Levi's Stadium, in an amount not to exceed $200,000 over the period of June 2, 2026, to July 2, 2026; (2) approve Resolution No. 26-9563 delegating authority to the City Manager to negotiate and execute future Municipal Hazardous Materials Response Services Agreements with public safety agencies for supplemental hazmat response services, within appropriated limits, and subject to approval as to form by the City Attorney; and (3) approve the Fiscal Year 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $150,000 and increasing the Non-Departmental appropriation by $150,000.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.C 26-446 Action on Subscription License Agreement with Innovative Interfaces, Inc. for Hosting and Maintenance Services for the Integrated Library System for a Total Not-To-Exceed Amount of $1,830,992 Over the Full 11-Year Term

Recommendation: Authorize an increase in the maximum allowable compensation amount for the Agreement with Innovative Interfaces, Inc. to account for the five (5) auto-renewing terms of one-year each, for the period of July 1, 2026 through June 30, 2031, in an amount not to exceed $918,401, subject to the annual appropriation of funds, thereby bringing the total not-to-exceed contract amount to $1,830,992.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to Authorize an increase in the maximum allowable compensation amount for the Agreement with Innovative Interfaces, Inc. to account for the five (5) auto-renewing terms of one-year each, for the period of July 1, 2026 through June 30, 2031, in an amount not to exceed $918,401, subject to the annual appropriation of funds, thereby bringing the total not-to-exceed contract amount to $1,830,992.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.D 26-15700 Action on a Memorandum of Understanding Between the City of Santa Clara and County of Santa Clara for Mental Health Services and Related Budget Amendment

Recommendation:

1. Approve and Authorize the City Manager or designee to execute the Memorandum of Understanding between the City of Santa Clara and the County of Santa Clara for Mental Health Services for the period January 1, 2026 through December 31, 2028, with a maximum compensation of $808,029, subject to the appropriation of funds; and
2. Approve the FY 2026/27 budget amendment in the Expendable Trust Fund, recognizing other agencies revenue in the amount of $160,327 and increasing the Opioid Settlement Funds appropriation in the amount of $160,327 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) approve and Authorize the City Manager or designee to execute the Memorandum of Understanding between the City of Santa Clara and the County of Santa Clara for Mental Health Services for the period January 1, 2026 through December 31, 2028, with a maximum compensation of $808,029, subject to the appropriation of funds; and (2) approve the Fiscal Year 2026/27 budget amendment in the Expendable Trust Fund, recognizing other agencies revenue in the amount of $160,327 and increasing the Opioid Settlement Funds appropriation in the amount of $160,327.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

PUBLIC PRESENTATIONS

Brian Darby spoke regarding election spending.

Wendy Greenfield spoke regarding Jewish American Heritage Month.

Dina spoke regarding Jewish American Heritage Month.

Joseph spoke regarding Jewish American Heritage Month.

Anthony Becker (time donated by Saskia) made a Council Policy 030 request to investigate the disclosure of confidential information from Closed Session.

CONSENT ITEMS PULLED FOR DISCUSSION

4.A 26-567 Board, Commissions and Committee Minutes (Deferred from May 5, 2026)

Recommendation: Note and file the Minutes of Parks & Recreation Commission - March 9, 2026.

Councilmember Jain pulled this item from the May 5, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board.

Council comments followed.

Public Comment: None

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to note and file the Minutes of Parks & Recreation Commission - March 9, 2026.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

4.B 26-600 Action to Authorize the City Manager to Execute an Agreement with Colony Landscape and Maintenance, Inc. for Thatch Removal and Related Services at the Youth Soccer Park and Approve Related Budget Amendments (Deferred from May 19, 2026)

Recommendation:

1. Authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 Budget Amendments:
   a. In the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509 **(five affirmative Council votes required to appropriate additional revenue and for the use of unused balances)**; and
   b. In the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913 **(five affirmative Council votes required to appropriate additional revenue)**.

Councilmember Jain pulled this item from May 19, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

Council questions and comments followed.

Director of Parks and Recreation Sparacino and **City Manager Grogan** addressed **Council** questions.

Public Comment: Wanda Buck

A motion was made by Councilmember Jain, seconded by Vice Mayor Gonzalez, to (1) authorize the City Manager or designee to execute a Service Agreement with Colony Landscape and Maintenance, Inc. for thatch removal and related services at the

Youth Soccer Park, for a maximum compensation amount of $564,184, in substantially the form provided in Attachment 2 and subject to the review and approval as to form by the City Attorney; (2) authorize the City Manager or designee to take any action necessary to implement the Service Agreement and to negotiate and execute future amendment(s) to (i) increase compensation up to a maximum amount of $648,812 for authorized use of contingency funding, (ii) add or delete services associated with the original scope of services, and (iii) and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney; and (3) approve the following Fiscal Year 2025/26 Budget Amendments: (a) in the Parks and Recreation Capital fund, increase the transfer from the General Fund by $107,913, increase the Youth Sports Park Improvement project appropriation by $522,422, and decrease the Mitigation Fee Act Fees ending fund balance by $414,509; and (b) in the General Fund, increase the Rents and Royalties revenue estimate by $107,913 and increase the transfer to the Parks and Recreation Capital Fund by $107,913.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.A 26-499 Action on a Standard Agreement with the California Highway Patrol for Traffic Management Related Services with a Projected Cost of $1.6 million for FIFA World Cup and Approve the Related Budget Amendment

Recommendation:

1. Authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for FIFA World Cup at Levi's Stadium, in an amount not to exceed $4,806,520.92 over the period June 2, 2026 - July 2, 2026; and
2. Approve the FY 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $1,100,000 and increasing the Non-Departmental appropriation by $1,100,000 **(five affirmative Council votes required to appropriate additional revenue).**

Mayor Gillmor pulled this item.

Council questions and comments followed.

City Manager Grogan, **Police Lieutenant Enos**, and **City Attorney Googins** addressed **Council** questions.

Council discussion followed.

A motion was made by Mayor Gillmor, seconded by Councilmember Cox, to agendize Super Bowl LX and FIFA World Cup cost reimbursement progress at the June 9, 2026 or subsequent City Council and Authorities Concurrent & Santa Clara Stadium Authority Board meeting.

The motion failed.

Aye: 3 - Vice Mayor Gonzalez, Councilmember Cox, and Mayor Gillmor

Nay: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Public Comment: Anthony Becker
Brian Darby

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for FIFA World Cup at Levi's Stadium, in an amount not to exceed $4,806,520.92 over the period June 2, 2026 - July 2, 2026; and (2) approve the Fiscal Year 2025/26 budget amendment in the General Fund, increasing the Other Fees for Services estimate by $1,100,000 and increasing the Non-Departmental appropriation by $1,100,000.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

3.E 26-383 Action to Authorize the City Manager to Execute Amendments to Agreements with Moveable, Inc. and Walk Talkin International LLC for Providing Event Planning and Production Services, to increase the Not-to-Exceed Compensation by $100,000, for a Total Not-to-Exceed authorization of $350,000 for Each Agreement

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 with Moveable Inc. to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds;
2. Authorize the City Manager or designee to execute Amendment No. 1 with Walk Talkin International LLC to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds and to allow for up to $5,000 of the additional $100,000 to be used for payment towards the costs of production of the Stadium Event; and
3. Authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable Inc, and Walk Talkin International LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Councilmember Jain pulled this item.

Council questions and comments followed.

City Manager Grogan and **City Attorney Googins** addressed **Council** questions.

Public Comment: Anthony Becker

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute Amendment No. 1 with Moveable Inc. to increase the maximum compensation by $100,000 for event production services, for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds; (2) authorize the City Manager or designee to execute Amendment No. 1 with Walk Talkin International LLC to increase the maximum compensation by $100,000 for event production services,

for a revised not-to-exceed maximum compensation amount of $350,000, subject to appropriation of funds and to allow for up to $5,000 of the additional $100,000 to be used for payment towards the costs of production of the Stadium Event; and (3) authorize the City Manager or designee to take all actions necessary to implement and administer the Agreements with Moveable Inc, and Walk Talkin International LLC, including negotiating and executing future amendments to (i) add or delete related line item services; (ii) implement rate adjustments on the terms provided in Exhibit B, and (iii) make de minimis changes, provided that the total not-to-exceed maximum compensation is not exceeded, subject to the appropriation of funds and review and approval as to form by the City Attorney.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Cox, and Mayor Gillmor

Nay: 2 - Councilmember Park, and Councilmember Jain

PUBLIC HEARING/GENERAL BUSINESS

5. 26-599 Update to City Council on Implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes and provide feedback on policy implementation (Deferred from May 19, 2026)

Recommendation: Receive the report and provide input or further direction to staff regarding Policy 056 implementation as Council deems appropriate.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Morales** who provided a Powerpoint presentation on implementation of City Council Policy 056 - Prohibiting Use of City Properties for Civil Immigration Enforcement Purposes.

Council comments followed.

Public Comment: Claudia Daw
Jeremy Barousse
Kimberly Woo
Lucila Ortiz
Edward Strine
Brian Darby

Council discussion followed.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Chahal, to receive the report.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

6. 26-360 Action on Adoption of a Resolution Designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance

Recommendation: Adopt a Resolution designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Klotz** who provided a Powerpoint presentation on designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period.

Council questions and comments followed.

Assistant City Manager Klotz, **Police Lieutenant Enos** and **City Manager Grogan** addressed **Council** questions.

Public Comment: John Haggerty
Edward Strine
Eric Tam (E-comment)

Council discussion followed.

A motion was made by Vice Mayor Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9564 designating the FIFA World Cup 2026 Special Event Zone and Special Event Time Period Pursuant to the City's Special Event Zone Ordinance.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

7. 26-509 Report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561

Recommendation: Note and File the Report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561.

Councilmember Cox left the meeting at 10:05 PM.

City Manager Grogan made some opening remarks and introduced **Acting Assistant Director of Human Resources Lancaster** who provided a Powerpoint presentation on the Vacancy Rates and Recruitment Efforts.

Council questions and comments followed.

Acting Assistant Director of Human Resources Lancaster addressed **Council** questions.

Public Comment: Brian

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to note and file the report on City Vacancies and Recruitment Efforts, Pursuant to Assembly Bill (AB) 2561.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

8. 26-504 Action on Resolution Adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting

Recommendation: Adopt a Resolution Approving and Adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting, in Accordance with Senate Bill 707.

City Manager Grogan made some opening remarks and introduced **Chief Assistant City Attorney Reuter** who provided a Powerpoint presentation regarding Council Policy 057.

Council questions and comments followed.

Chief Assistant City Attorney Reuter addressed **Council** questions.

Public Comment: Wanda

Council discussion followed.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to adopt Resolution No. 26-9565 approving and adopting Council Policy 057 Establishing Procedures to be Followed in the Event of a Disruption of Telephonic Service or Internet-Based Audio-Visual Platform During a Council Meeting, with the addition of informing the public of alternative methods of streaming if one way platforms are disrupted.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Absent: 1 - Councilmember Cox

9. 26-586 Action on Council Policy Establishing an Annual Performance Review Process for Council Appointees

Recommendation: Adopt a Resolution approving new Council policy 058 establishing a performance evaluation process for Council appointees.

City Manager Grogan and **City Attorney Googins** recused themselves from this item and left the meeting at 11:12 PM.

Acting Director of Human Resources Mercado provided a Powerpoint presentation on the **Council** policy establishing an annual performance review process for **Council** appointees.

Council questions followed.

Acting Director of Human Resources Mercado and **Chief Assistant City Attorney Reuter** addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Vice Mayor Gonzalez, to adopt Resolution No. 26-9566 approving new Council Policy 058 establishing a performance evaluation process for Council appointees with the amendment of moving the creation of the subcommittee by the second meeting in February.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, and Councilmember Jain

Nay: 2 - Councilmember Park, and Mayor Gillmor

Absent: 1 - Councilmember Cox

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Hardy noted that the Hetch Hetchy Tour is in June.

Councilmember Jain made a 030 request to agendize creation of a full time sustainability manager.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to agendize creation of a full time sustainability manager.

Aye: 4 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 2 - Councilmember Hardy, and Mayor Gillmor

Absent: 1 - Councilmember Cox

Councilmember Jain noted he toured Shasta Dam and Black Butte Dam. He also noted that he attended the NCPA Federal Policy Conference on April 26th, the Stanford Sustainable Data Center event on May 1st, and Stadium Neighborhood Relations Ad hoc Subcommittee on May 4th. He provided a report on those events.

Councilmember Chahal noted that he visited Sister City Icheon from April 23 to April 26, 2026. He provided a report on the visit.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:08 AM on May 27, 2026 in memory of former Santa Clara Chief of Police **Frank Vasquez**.

The next regular scheduled meeting is on Tuesday, June 9, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

REPORT TO COUNCIL

SUBJECT

Public Hearing: Waive First Reading and Introduce the Third Zoning Code Cleanup Ordinance, and Adopt a Resolution Rezoning Properties Currently Designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential); Continued from the July 14, 2026 City Council Meeting

BACKGROUND

The Zoning Code is the primary regulatory tool that implements the General Plan. As an on-going update, staff periodically brings clean-up ordinances to address clerical inconsistencies within the document or areas needing further clarification based on implementation of the new zoning code and to be consistent with recent changes in State Law. This allows the zoning code to stay current. Staff tracks the necessary updates over time and then periodically brings them forward as one clean up document. This report and resolution represent the third minor code clean-up ordinance.

Planning Commission Recommendation

The City of Santa Clara Planning Commission (Commission) heard the item at their June 10, 2026 meeting and discussed noticing for public hearings, which is typically done through required mailings, posting of the agenda online, Council Chamber, Library and Clerks Office. The online noticing requirement from the Zoning Code is duplicative as the notice is already on the event calendar. The Planning Commission recommended an alternative such as posting City Council agendas online, which are relevant and accessible and also fulfill the same function as online noticing of individual projects. This is the typical noticing, however for more complex or controversial projects, the City continues to do additional outreach per the adopted Outreach Policy.

The Planning Commission also discussed the definition of “Smoke Shop” and recommended revising it to better capture the range of items sold in such businesses. Specifically, the Commission recommended replacing “and” with “or” in the list describing smoking materials and paraphernalia used to determine whether a business is “primarily engaged in” those sales. The Planning Commission’s revised wording is included in the proposed ordinance.

The Planning Commission then voted to recommend that the City Council adopt the Cleanup Ordinance.

The Commission also recommended adoption of the map resolution to apply the R6 Transit Neighborhood designation to parcels currently designated TN (Transit Neighborhood), which was the zoning designation under the previous Zoning Code.

DISCUSSION

The City is bringing forward its third “clean-up” ordinance for the Zoning Code Update, primarily to address consistency concerns. As such, the proposed revisions are not considered substantial

modifications. The ordinance clean-up includes the following policy changes and consistency updates:

Policy Changes:

- Incorporating the provisions of the (HT) Historic Combining Districts into the Updated Zoning Code;
- Deleting the requirement for web posting of public hearing notices, which has not been the City's practice and is not a part of the Public Outreach Policy;
- Removing the public hearing requirement for architectural review of multi-family development projects as the City has adopted Objective Design Standards and will streamline projects;
- Allowing additional height for institutional uses and differentiating them from assembly uses in the (PQP) public/quasi-public district;
- Adding definitions to clarify fence height requirements;
- Revising public bike parking standards to require bike parking in commercial districts to be closer to the front door than the closest non-handicapped space;
- Requiring uncovered parking on residential parcels to be perpendicular to the street;
- Requiring automobile service bays to not be visible from the street; and
- Modifying use tables to reflect the range of uses existing in commercial and industrial districts, including the differentiation of specialized instruction (e.g., painting and pottery classes) from vocational schools, this allows for more flexibility.
- Making minor edits to the noticing procedures for administrative citations, primarily to allow for priority mail delivery with tracking as an alternative to certified mail.

Errata:

- Rezoning the Tasman East district from TN (this was a holdover district from the previous Zoning Code) to R6, which is now part of the current code;
- Updating the definition of Major Transit Stop to be consistent with recent changes to state law;
- Restoring language that was inadvertently deleted requiring new Common Interest Developments to submit their draft CC&Rs to the City for review, and requiring subsequent review of CC&R amendments, but assigning that review authority to the Director of Community Development instead of the Council;
- Adding a definition for the term "Dwelling Unit";
- Revising the definition of the term "Demolition" to square with the term presented in the Administration Chapter
- Updating the Visibility Clearance Diagram following feedback from the Department of Public Works
- Updating zoning districts in the City's Noise Ordinance; this updates the zoning districts to be consistent with the new code
- Refining the definition of Smoke Shops;
- Making the General Plan and Zoning Code definitions of Floor Area Ratio consistent with each other;
- Allowing fully unbundled parking for apartments greater than 15 units per State law;
- Allowing unbundled parking for parking spaces for commercial uses
- Revising minimum lot sizes in the R2 two-family zone;
- Making the R5 district maximum density consistent throughout the document;
- Updating any citations to the California Government Code;
- Correcting cross-references and spelling and punctuation mistakes;
- Updating figures and making terms internally consistent in Title 18 ("Zoning"), and

- Updating the zoning map to reflect the applicable changes.

The adopting resolution is included as Attachment 1, and all tables that have are proposed to be changed are included as Attachment 2. The proposed R6 Zoning Code Amendment resolution is included as Attachment 3, with code changes presented in strikethrough and underline or highlighted as part of a table.

The adoption of the cleanup ordinance is a legislative act, not requiring any specific findings.

Recommendation
Consistent with the recommendation from the Planning Commission, staff recommends that City Council adopt the Planning Commission-recommended updates to the Zoning Code to be consistent with the General Plan and State Law. Concurrently, staff recommends the adoption of the Resolution updating the City's Zoning Map to reflect the rezoning of properties currently designated TN (Transit Neighborhood) to R6 (Transit Neighborhood Residential).

ENVIRONMENTAL REVIEW
Given that the Zoning Code Update is an implementation action for the 2010 General Plan Update, the City prepared an Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) to cover adoption of the Zoning Code, Zoning Map, and related General Plan Amendments. The Addendum indicated that the adoption of the Zoning Code Update would not result in environmental impacts beyond those described in the General Plan Update EIR. At the conclusion of the public hearing on November 15, 2023, the Planning Commission voted to recommend that the City Council approve the Addendum, and on December 19, 2023, the City Council adopted the Addendum. The recommended actions all fall within the scope of the adopted Addendum.

FISCAL IMPACT
Adoption of the Third Zoning Code Cleanup Ordinance and associated Zoning Map Amendments for the R6 District would fully implement the City's General Plan land use diagram. These actions would involve no additional resources beyond those indicated at the time of Zoning Code adoption.

COORDINATION
This item was coordinated with the City Attorney's Office.

PUBLIC OUTREACH
Due to the nature of this minor code clean up, only newspaper noticing and posting requirements are required to be conducted.

PUBLIC CONTACT
A newspaper notice for the May 19, 2026, public hearing was published in the March 18, 2026 issue of the Santa Clara Weekly, describing the proposed adoption of the Third Zoning Code Cleanup Ordinance and the proposed changes to the Zoning Map. On May 19, 2026, the City Council opened the public hearing and voted to continue the item to the July 14, 2026 meeting. The item was subsequently continued to the August 18, 2026 meeting and additional noticing is not required

Public contact was also made by posting the agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special

Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Waive first reading and introduce the Zoning Code clean-up ordinance in the form presented; and
2. Adopt a resolution applying the R6 Transit Neighborhood District to the properties currently zoned TN on the Zoning Map, consistent with the General Plan.

Reviewed by: Afshan Hamid, Director of Community Development
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Zoning Code Clean-Up Ordinance
2. Zoning Code Amended Tables
3. Zoning Map Resolution
4. Zoning Code Map (Tasman East detail)

ORDINANCE NO. _____

AN ORDINANCE OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" ADOPTING "CLEANUP" AMENDMENTS TO TITLE 18 ("ZONING") OF THE SANTA CLARA CITY CODE, INCLUDING INCORPORATING THE PROVISIONS OF THE HT HISTORIC COMBINING DISTRICTS INTO THE UPDATED ZONING CODE; REFINING THE DEFINITION OF SMOKE SHOPS; MAKING THE GENERAL PLAN AND ZONING CODE DEFINITIONS OF FLOOR AREA RATIO CONSISTENT; ALLOWING FOR FULLY UNBUNDLED PARKING FOR APARTMENTS GREATER THAN 15 UNITS PER STATE LAW; REVISING MINIMUM LOT SIZES IN THE R2 TWO-FAMILY ZONE; DELETING THE REQUIREMENT FOR WEB POSTING OF PUBLIC NOTICES; REMOVING THE PUBLIC HEARING REQUIREMENT FOR ARCHITECTURAL REVIEW OF MULTI-FAMILY DEVELOPMENT PROJECTS; ALLOWING ADDITIONAL HEIGHT FOR INSTITUTIONAL USES IN THE PQP PUBLIC/QUASI-PUBLIC DISTRICT; ADDING DEFINITIONS TO CLARIFY FENCE HEIGHT REQUIREMENTS; MODIFYING USE TABLES TO REFLECT THE RANGE OF USES EXISTING IN COMMERCIAL AND INDUSTRIAL DISTRICTS; UPDATING FIGURES AND MAKING TERMS INTERNALLY CONSISTENT; UPDATING THE ZONING MAP TO REFLECT THE APPLICABLE CHANGES; AND UPDATING CROSS REFERENCES; REVISING CHAPTER 9.10 ("REGULATION OF NOISE AND VIBRATION") OF TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE") TO UPDATE REFERENCES TO ZONING DISTRICTS; REVISING CHAPTER 17.05 ("SUBDIVISIONS") OF TITLE 17 ("DEVELOPMENT") TO RESTORE PROVISIONS REGULATING ORGANIZATIONAL DOCUMENTS FOR CONDOMINIUMS AND UPDATING CROSS REFERENCES; AND REVISING CHAPTER 1.10 ("ADMINISTRATIVE PENALTIES – CITATIONS") OF TITLE 1 ("GENERAL PROVISIONS") TO AMEND THE NOTICING REQUIREMENTS FOR CODE VIOLATIONS

WHEREAS, on January 9, 2024 the City of Santa Clara (the "City") adopted the first comprehensive update of the City's Zoning Code in over 50 years; and

WHEREAS, the 2010-2035 General Plan is the City's vision for future development; and

WHEREAS, the City's Zoning Code is the primary regulatory tool that implements the General Plan; and

WHEREAS, the City wishes to adopt minor revisions to the updated Zoning Code to address clerical errors, respond to changes in state law, and ensure internal consistency within the Zoning Code and with the General Plan;

WHEREAS, the Planning Commission has reviewed the proposed Zoning Code cleanup ordinance; and

WHEREAS, before acting on the Zoning Code Update, the City Council reviewed and considered the potential environmental impacts of the Zoning Code Update and determined that as the primary implementation tool of the General Plan, the environmental effects of the proposed Zoning Code Update were consistent with 2010-2035 General Plan EIR, as addended, and that the proposed Zoning Code Update did not alter the conclusions of the adopted General Plan EIR, as addended create new environmental impacts; and

WHEREAS, on April 8, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Zoning Code Update and associated text amendments, which was subsequently continued to May 20, 2026 and continued again to June 10, 2026. At the conclusion of the June 10 hearing, the Planning Commission voted to recommend that the City adopt the proposed Zoning Code Cleanup, with the recommendation for modified wording of the definition of the phrase "primarily engaged in", in relation to the regulation of Smoke Shops. The recommended language is reflected in this ordinance; and

WHEREAS, on August 18, 2026, the City Council conducted a duly noticed public hearing to consider the proposed Zoning Code Update, at which time all interested persons were

given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed amendments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Section 9.10.040, "Noise or Sound Regulation", of Chapter 9.10, "Regulation of Noise and Vibration", of Title 9, "Public Peace, Morals and Welfare", of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"§ 9.10.040 Noise or sound regulation.

It shall be unlawful for any person to operate or cause to allow to be operated, any fixed source of disturbing, excessive or offensive sound or noise on property owned, leased, occupied or otherwise controlled by such person, such that the sound or noise originating from that source causes the sound or noise level on any other property to exceed the maximum noise or sound levels which are set forth in Schedule A, as follows:

[See Attachment A for all amended zoning code tables]

Except as otherwise provided in this chapter, the noise or sound standards for the various zone districts as presented in this Schedule A shall apply to all such properties within a specified zone, as designated on the most recent update of the official zoning map of the City. For planned development, agricultural or mixed zoning sites, the most restrictive noise standard for the comparable zone district, as determined by the Director of Community Development, shall apply."

SECTION 2: That a new Subsection (j) is hereby added to Section 17.05.310, "Final Maps", of Chapter 17.05, "Subdivisions", of Title 17, "Development", of "The Code of the City of Santa Clara, California" ("SCCC") to read as follows:

"(j) Organizational Documents for Community Ownership Projects.

(1) Prior to the approval of the final map, the organizational documents shall be reviewed and approved by the City Attorney. Absent exigent circumstances and if no action is taken by the City Attorney within ninety (90) days after a complete set of documents has been duly filed with him, the organizational documents shall be deemed approved. For purposes of this section, the phrase "action by the City Attorney" may include any of the following: providing preliminary comments and review, requiring modifications to the organizational documents or meeting with the drafter of the organizational documents.

(2) The organizational documents shall provide that the City, at its option, has the right and authority to veto any amendment to the organizational documents that would adversely affect the long-term maintenance of the project structure or its common areas. To enable the City to exercise said optional veto, the organizational documents shall provide that any amendment shall not become effective until notice of such proposed action is filed with the Director of Community Development, at least sixty (60) days have elapsed since the amendment was filed with the Director, and the Director has not vetoed the amendment."

SECTION 3: That Section 17.05.430, "Parcel map for lot splits pursuant to SCCC § 18.13.050", of Chapter 17.05, "Subdivisions", of Title 17, "Development", of "The Code of the City of Santa Clara, California" ("SCCC") is hereby retitled, "Parcel map for lot splits pursuant to SCCC § 18.24.070" and is amended to read as follows:

"§ 17.05.430. Parcel map for lot splits pursuant to SCCC § ~~18.13.050~~ 18.24.070.

(a) Parcel maps for lot splits pursuant to SCCC § ~~18.13.050~~ 18.24.070 shall comply with all

requirements of SCCC § 17.05.400, Tentative parcel map, except for subsections (d), (e)(1), and (f).

(b) Parcel maps for lot splits pursuant to SCCC § ~~18.13.050~~ 18.24.070 shall also comply with all requirements of SCCC § 17.05.410, Parcel maps.

(c) The City Engineer shall approve the parcel map for a lot split pursuant to SCCC § ~~18.13.050~~ 18.24.070 unless the City Engineer determines that the proposed map is not consistent with specific objective standards of the General Plan, applicable specific plans, or any applicable provision of this Code."

SECTION 4: That Paragraph B.3, "Low-Density Residential Zone (R2)", of Section 18.10.010, "Purposes of Residential Zones", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as follows:

"Low-Density Residential Zone (R2). The purpose of the R2 Low Density Zone is to provide land areas for the construction, use, and occupancy of single-family detached dwelling units, ~~,~~secondary dwellings authorized by Government Code Section 65852.21, accessory dwelling units, and two-family dwellings. It is the intent of this zone to maintain a residential character similar to that found in single-family neighborhoods. The residential density range for this zone is 8-19 dwelling units per acre. This zone implements the Low-Density land use designation in the General Plan."

SECTION 5: That Paragraph B.6, "Very-High-Density Residential Zone (R5) and Patrick Henry Very-High-Density Residential Zone (PH-R5)", of Section 18.10.010, "Purposes of Residential Zones", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as follows:

"Very-High-Density Residential Zone (R5) and Patrick Henry Very-High-Density

Residential Zone (PH-R5). The purpose of the R5 High- Density Zone and PH-R5 Patrick Henry Very-High-Density Residential Zone is to provide land areas for the construction, use, and occupancy of high density and intensity multi-family developments (i.e., low-rise, mid-rise, and high-rise apartments and condominiums). It is the intent of this zone to encourage development to use innovative site planning, provide on-site recreational amenities and be located near major community facilities, business centers, transportation corridors, and/or major thoroughfares. The residential density range for this zone is 51-100 ~~99~~ dwelling units per acre. This zone implements the High-Density land use designation in the General Plan."

SECTION 6: That Paragraph B.7, "Transit Neighborhood Residential Zone (R6)" of Section 18.10.010, "Purposes of Residential Zones", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as follows:

"Transit Neighborhood Residential Zone (R6). The purpose of the R6 Transit Neighborhood Residential Zone is to provide land areas for the construction, use, and occupancy of high density and intensity multi-family developments (i.e., mid-rise and high-rise apartments and condominiums). It is the intent of this zone to encourage transit-oriented development that uses innovative site planning to connect to existing and/or future transportation stations and transfer points. Parcels designated R6 are meant to be located along major transit corridors or adjacent to local and regional transit stops and stations. Projects in this zone should include on-site amenities, recreational options, and access to employment centers. The residential density range for this zone is 60-350 dwelling units per acre for sites that are less than one acre, and 100~~60~~-350 dwelling units per acre for sites that are one acre or larger. This zone implements the High-Density land use

designation in the General Plan."

SECTION 7: That Table 2-1, "Residential Zones Allowed Uses and Permit Requirements" of Section 18.10.020, "Land Uses and Permit Requirements", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 8: That Table 2-2, "Patrick Henry Drive Residential Zones Allowed Uses and Permit Requirements" of Section 18.10.020, "Land Uses and Permit Requirements", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 9: That Table 2-3, "Residential Development Standards" of Section 18.10.030 "Residential Development Standards", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 10: That Table 2-4, "Patrick Henry Residential Zone Development Standards", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 11: That Subsections D, "Existing Buildings and Uses" and E, "Transition Standards", of Section 18.10.040, "Other Applicable Regulations", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC are redesignated as Subsections E and F, respectively.

SECTION 12: That a new Subsection D, "R6 Additional Development Standards", is added to Section 18.10.040, "Other Applicable Regulations", of Chapter 18.10, "Residential Zones", of Title 18, "Zoning", of the SCCC to read as follows:

"D. R6 Additional Development Standards

1. Density Calculation. For the R6 Transit Neighborhood Zoning District, density is calculated based on net acreage, and does not include areas associated with parks, streets, and greenways.

2. Minimum Density, Parcels Less Than One Acre in Size. For parcels less than one acre in size, the minimum required net density for development proposals is 60 dwelling units per acre (DU/AC)."

SECTION 13: That Table 2-8, "Commercial Zones Allowed Uses and Permit Requirements", of Chapter 18.12, "Commercial Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 14: That sub-paragraph b, "Assembly Bill 2011 (2022) (AB 2011)" of paragraph 7, "Multi-Family Residential Development in Commercial Zones" of Subsection A, "General Commercial Regulations" of Section 18.12.040, "Other Applicable Regulations" of Chapter 18.12, "Commercial Zones", of Title 18, "Zoning", of the SCCC is retitled, "Assembly Bill 2243 (2024)" and amended as follows:

"b. Assembly Bill ~~2011~~ 2243 (202~~4~~2) (AB 2011): : Multifamily developments meeting the requirements of Government Code Section 65912.100 et seq., as may be amended, are permitted in the commercial zones, subject to the following.

(1) Proposed projects shall comprise five or more units for sale and/or rent.

(2) At least 75 percent of the project site shall adjoin parcels developed with urban uses as defined in AB 2243 ~~2011~~.

(3) The project site shall not be located on or adjacent to a site where more than 1/3 of the square footage on the site is dedicated to a classified industrial use per the City Code.

(4) Applicable vacant sites shall not contain tribal cultural resources and shall not be located within a designated very-high fire hazard severity zone.

(5) Development per AB ~~2011~~ 2243 is prohibited on sites governed by mobile home/recreational vehicle laws or by the Special Occupancy Parks Act.

(6) For project sites located within a neighborhood plan, specific plan, area plan, urban village, precise plan, or master plan adopted by January 1, 2024, the designated plan shall allow multi-family residential development.

(7) Projects shall not be located within 500 feet of a designated freeway or highway.

(8) Projects shall not be located within 3,200 feet of an active oil or gas refinery.

(9) All other site/development requirements as prescribed by AB 2243 ~~2011~~ are required prior to project approval.

(10) The density of the multi-family residential project shall be at least 30 dwelling units per acre.

(11) The Project shall meet all development standards of the residential zone corresponding to the residential density of the Project. If more than one residential zoning designation allows for housing with the Project density, the applicable development standards shall be the standards that apply to the closest parcel that allows residential use at the Project density."

SECTION 15: That Table 2-11, "Mixed Use Zones Allowed Uses and Permit Requirements" of Chapter 18.14, "Mixed Use Zones", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 16: That Subsection A, "Table 2-13 Office and Industrial Zone Allowed Uses and Permit Requirements" of Section 18.16.020, "Office and Industrial Land Uses and Permit

Requirements", of Chapter 18.16, "Office and Industrial Zones", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"A. Table ~~2-13~~ 2-14–Office and Industrial Zone Allowed Uses and Permit Requirements. Table ~~2-13~~ 2-14 indicates the Principal Uses allowed within each office and industrial zone and any permits required to establish the use, in compliance with Article 6 (Permit Processing Procedures) and Article 7 (Zoning Ordinance Administration)."

SECTION 17: That Table 2-14, "Office and Industrial Zones Allowed Uses and Permit Requirements", of Chapter 18.16, "Office and Industrial Zones" of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 18: That Table 2-17, "Special Purpose Zones Allowed Uses and Permit Requirements", of Chapter 18.18, "Special Purpose Zones" of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 19: That Table 2-18, "Special Purpose Zone Development Standards", of Chapter 18.18, "Special Purpose Zones" of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 20: That a new Subsection C, "Medical Services, Hospital and Colleges and Universities" is added to Section 18.18.040, "Other Applicable Regulations", of Chapter 18.18, "Special Purpose Zones" of Title 18, "Zoning", of the SCCC and reads as follows:

"Medical Services, Hospitals; Colleges and Universities. On sites of 10 acres or more, Medical Services, Hospital uses and Colleges and Universities are allowed a maximum height of 200 feet and a maximum of 12 stories, subject to any height limits imposed by the FAA due to flight paths for the San Jose International Airport."

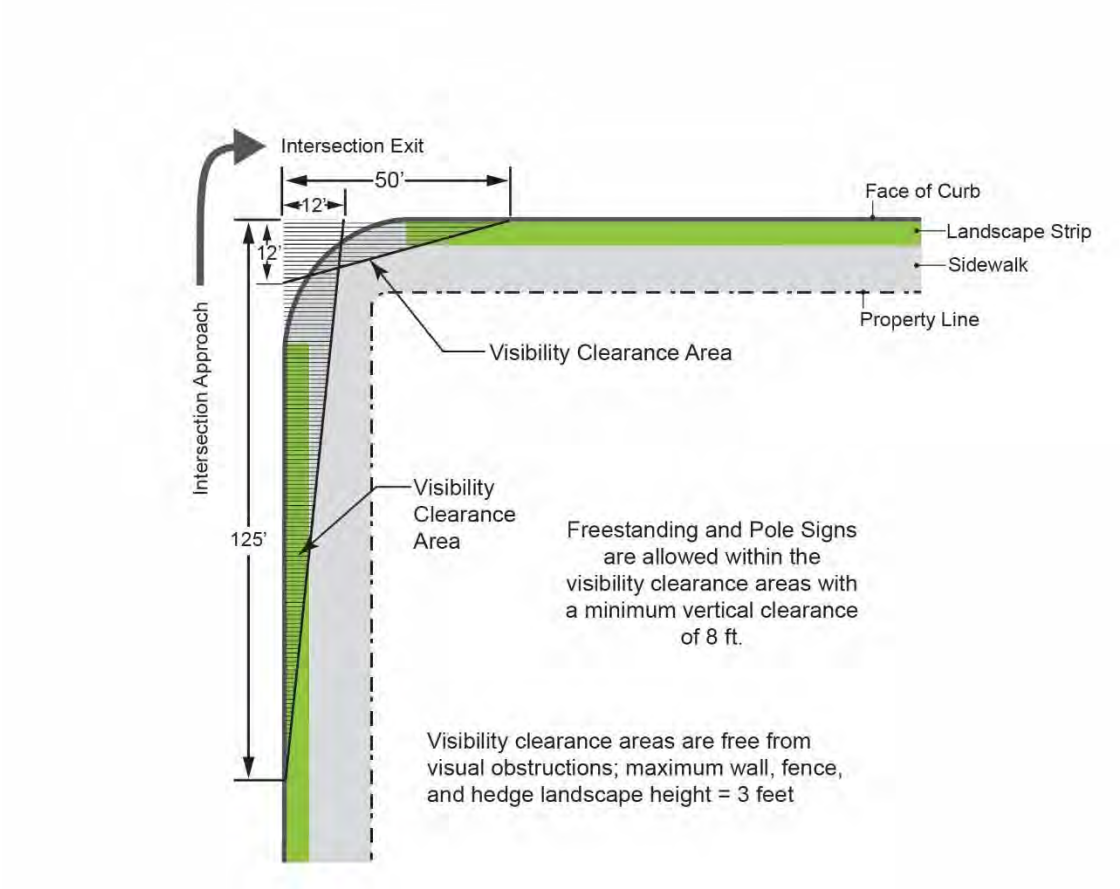
SECTION 21: That Chapter 18.256, "Planned Development – Master

Community Zoning Districts", of Title 18, "Zoning", of the SCCC is hereby renumbered as Chapter 18.21 and added to Article 2, "Zones, Allowable Uses, and Development Standards" of the Zoning Code, and Sections 18.256.010 through 18.256.120 are hereby renumbered as Sections 18.21.010 through 18.21.120, respectively.

SECTION 22: That Chapter 18.258, "HT – Historic Combining Districts", of Title 18, "Zoning", of the SCCC is hereby renumbered as Chapter 18.28 and added to Article 2, "Zones, Allowable Uses, and Development Standards" of the Zoning Code, and Sections 18.258.010 through 18.258.090 are hereby renumbered as Sections 18.28.010 through 18.28.090, respectively.

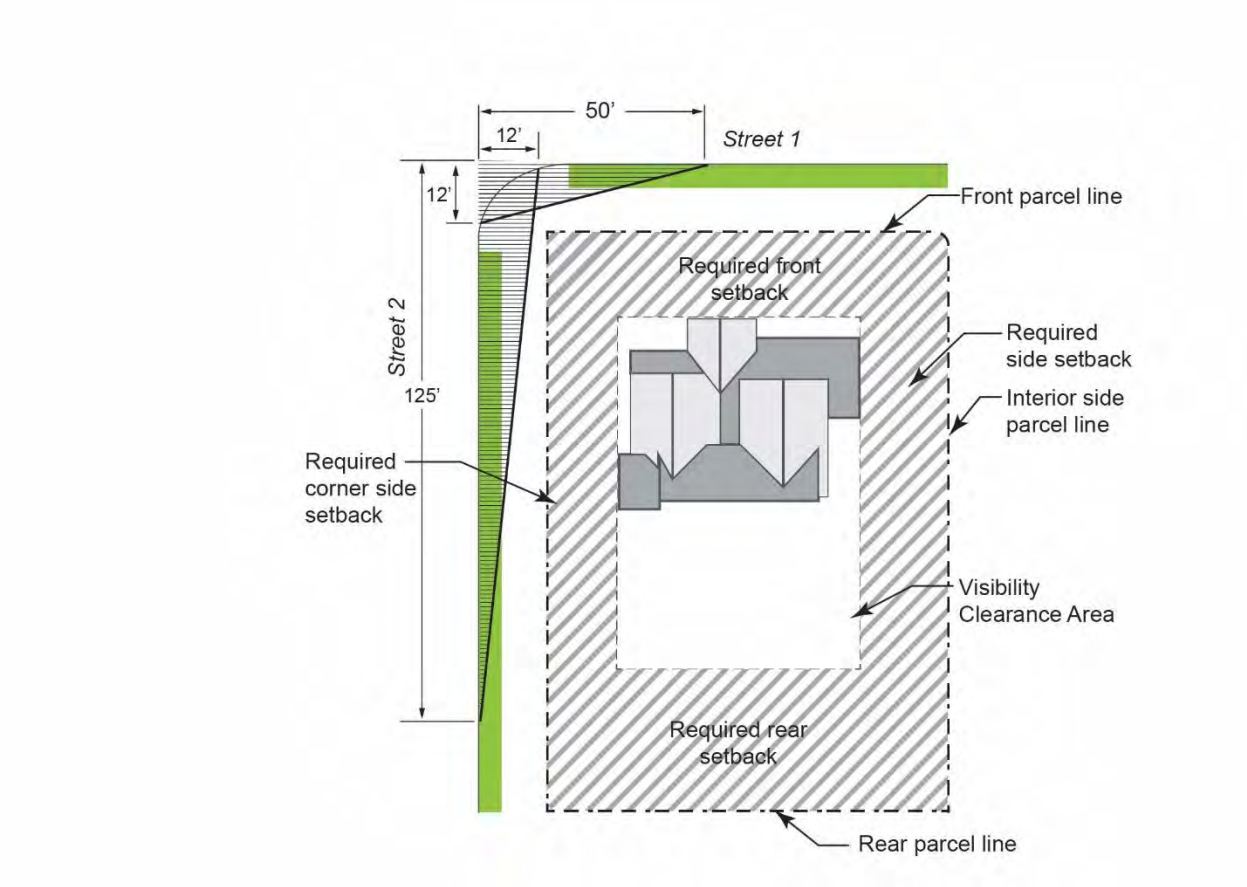
SECTION 23: That Code Figure 3-1, "Visibility Clearance Areas", of Chapter 18.30, "Site Planning and General Development Standards", of Title 18, "Zoning", of the SCCC is hereby amended with an updated graphic as shown:

"Figure 3-1. Visibility Clearance Areas



SECTION 24: That Figure 3-3, "Setback Measurements" of Chapter 18.30, "Site Planning and General Development Standards", of Title 18, "Zoning", of the SCCC is hereby amended with an updated graphic as shown:

"Figure 3-3. Setback Measurements



SECTION 25: That the existing subsections A through D of Section 18.38.040, "Exceptions and Reductions to Parking Requirements", of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC are hereby redesignated as subsections B through E, respectively.

SECTION 26: That a new subsection A, entitled "Unbundled Parking, multi-family projects." is added to Section 18.38.040, "Exceptions and Reductions to Parking Requirements", of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC and reads as follows:

"Unbundled Parking, multi-family projects. Notwithstanding anything to the contrary, for new multi-family projects with more than 15 units, including projects in the Downtown

zoning district, all parking is required to be provided unbundled from the rental of the unit."

SECTION 27: That subsection C, "Definitions" of Section 18.38.050, "Bicycle Parking Requirements", of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"C. Definitions.

Class I Bicycle Parking. Class I secured bicycle parking protects the entire bicycle and its components from theft, vandalism, or inclement weather, and includes bicycle lockers, rooms with key access for regular bicycle commuters, valet or check in parking, and guarded parking areas.

Class II Bicycle Parking. Class II bicycle parking includes bicycle racks (i.e., inverted U-rack, ribbon rack, wave rack) suitable for easy access of bicycles not within an enclosed structure, pod, or unit."

SECTION 28: That the unnumbered subsection entitled "Required Bicycle Parking" in Section 18.38.050, "Bicycle Parking Requirements," following Subsection E, "Class II Bicycle Rack Design and Location Requirements" of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC

is hereby numbered as subsection F and amended to read as follows:

"F. Required Bicycle Parking. Table 3-4 (Required Bicycle Parking) establishes the minimum number of bicycle parking spaces required for each land use type, regardless of the zoning in which the use is located. If the ratios set by Table 3-4 would result in one or fewer Class II bicycle spaces, the development shall provide two Class II spaces. If the ratios would result in more than one Class II bicycle space but less than four, the development shall provide four Class II spaces. For commercial and industrial uses, ~~at~~

~~least 50%~~ all of the required bicycle parking spaces must be closer than the closest non-handicapped automobile parking space."

SECTION 29: That Table 3-4, "Bicycle Parking Requirements" of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 30: That subsection D, "Single- and Two-Family Dwellings" of Section 18.38.060, "General Parking Standards" of Chapter 18.38, "Off-Street Parking Regulations and Design Standards", of Title 18, "Zoning", of the SCCC is revised as follows:

"Single- and Two-Family Dwellings. Off-street parking and driveways for single-family attached and attached dwellings, and two-family attached dwellings shall meet the following requirements:

1. All vehicles, including motor vehicles, trailers, or vessels which are inoperable or incapable of movement under their own power and/or without current registration, shall be stored entirely within an enclosed structure and shall not be parked or stored in any required front yard within a residential zone.

2. Each parking space shall be at least 8.5 feet wide by 18 feet deep.

3. The minimum driveway width shall be 10 feet.

4. Minimum driveway length between parking and any public right-of-way line, not including alleys, shall be a minimum of 20 feet.

5. Parking shall be provided on the same lot as the dwelling.

6. Parking shall not be located within the required setbacks, except for Approved accessory structures may be allowed in setbacks where authorized by Section 18.60.030 (Accessory Structures and Uses).

~~7. The required parking shall not be located within the required yard area, except the required parking may be provided in the rear yard only when an alley is available for access.~~

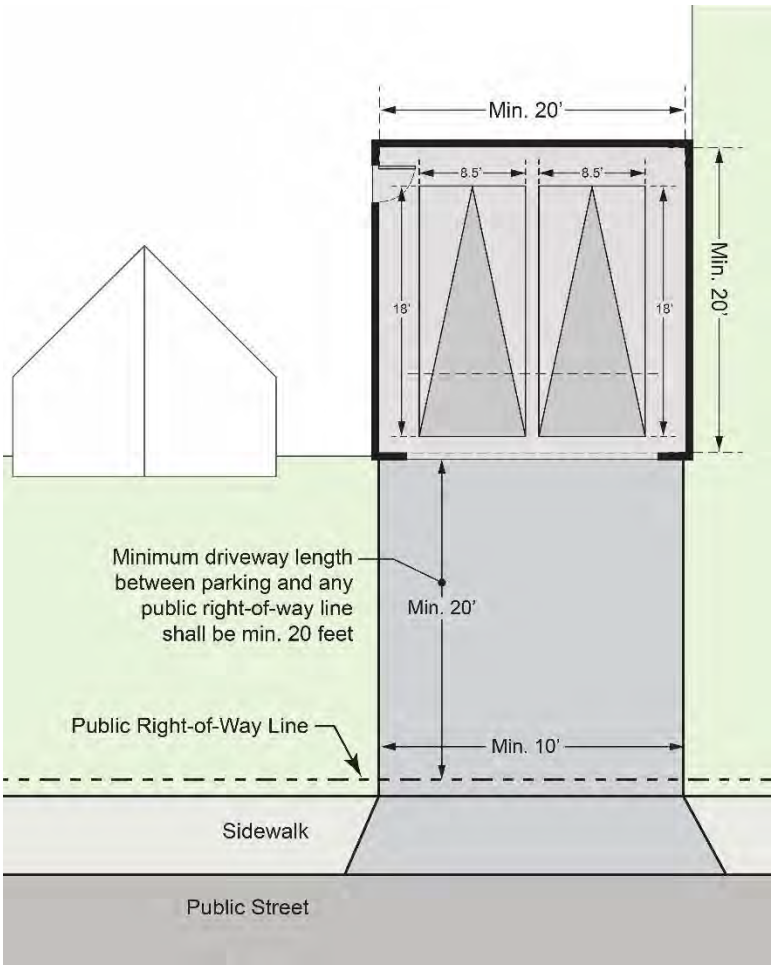
~~8.~~7. All vehicles are required to be parked on a continuously paved surface. Driveways and driveway approaches shall be paved.

~~9.~~8. For single family dwellings, the interior dimensions of the garage or carport are required to be 20’ x 20’. See Figure 3-13.

~~10.~~9. All vehicles, including boats~~,~~ and trailers, in the required front yard shall be parked perpendicular to the street, unless the legal driveway configuration dictates otherwise.

“Figure 3-13

Single-Family Garage Dimensions



SECTION 31: That the definition "Vehicle Sign", in Section 18.42.030, "Definitions", of Chapter 18.42, "Sign Standards", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"Vehicle Sign. A sign which is attached to ~~or painted on~~ a stationary vehicle which is parked on or adjacent to a property with the principal purpose of attracting attention to a product sold, or activity or business located on the property."

SECTION 32: That subsection E, "Procedure" in Section 18.42.050, "Comprehensive Sign Program", of Chapter 18.42, "Sign Standards", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"Procedure. If a Comprehensive Sign Program is to be included within a development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development, then a ~~Conditional Use~~ Sign Permit shall be processed simultaneously with other plans or permit applications."

SECTION 33: That subsection A, "Exempt Signs" in Section 18.42.070, "Exempt Signs", of Chapter 18.42, "Sign Standards", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"Exempt Signs. The following signs are allowed without a Sign Permit in any zone and shall not be included in the determination of type, number, or area or signs allowed on each parcel. Exempted signs shall be required to adhere to the regulations established for each sign type as provided in this Section.

1. Signs required by Federal/State law;

2. Official signs posted by a governmental body, including, flags, banners, emblems, traffic or highway signs, railroad crossing signs, or similar regulatory or warning devices and legal notices;

~~2.~~3. Directory and directional signs;

~~3.~~4. Holiday displays and decorations, only when not creating a traffic hazard or located within any visual setback area in the visibility clearance area;

~~4.~~5. Commemorative plaques, tables, date of construction, and similar signs constructed of permanent material. Only one sign for each structure, not to exceed two square feet in area for each sign is allowed;

~~5.~~6. Signs located inside a structure, mall, or other similar structure, provided these signs are not conspicuously visible and readable from a public street or adjacent properties not

under the same ownership;

~~6.~~7. Murals or other artistic paintings on walls, provided no names, information, logos, emblems or other similar information or illustrations of activities associated with uses on the premises or in the vicinity are included in the mural or painting;

~~7.~~8. "No Trespassing" signs. Each sign limited to one square foot in area. Signs may be placed at each corner and each entrance to a parcel and at intervals of not less than 50 feet or in compliance with legal requirements;

~~8.~~9. Real estate signs.

a. “For Rent”, “For Sale”, and “For Lease” signs shall be posted on the subject parcel, including common driveways, that is being advertised by an authorized agent;

b. Real estate signs shall not exceed six square feet for single-family residential and 32 square feet for multi-family or non-residential for each side of a double-sided sign;

c. There shall be no more than one sign per street frontage; and

d. Illuminated real estate signs are prohibited.

~~9.~~10. Signs placed by utilities or other publicly regulated service providers indicating location of underground facilities, danger, and aids to service or safety, including official advisory and signal flags;

~~10.~~11. Copy changes in approved changeable copy signs;

~~11.~~12. Signs or notices incidental to a commercial, mixed-use, or industrial establishment (e.g., hours of operation, credit card information, emergency contact information, help wanted, open-close) provided the signs do not contain any commercial messages, the establishment logo, and in total do not exceed four square feet in area for all incidental signs;

~~12.~~13. Memorial tablets or signs and iconic markers; and

~~13.~~14. Window signs not exceeding 25 percent of a tenant's total window space. Notwithstanding the foregoing, window signs shall not include the outline of windows with neon/LED light borders."

SECTION 34: That Table 3-9, "Signs Allowed in Commercial, Mixed-Use, Office, and Industrial Zones", of Section 18.42.110, "Standards for Signs Requiring a Sign Permit", of Chapter 18.42, "Sign Standards", of Title 18, "Zoning", of the SCCC is hereby amended as shown in Attachment A and appended hereto.

SECTION 35: That Paragraph 1, "Freestanding Signs" of subsection E, "Freestanding and Monument Signs", of Section 18.42.120, "Standards for Specific Sign Types", of Chapter 18.42, "Sign Standards", of Title 18, "Zoning", of the SCCC is hereby amended to read as follows:

"1. Freestanding Signs.

a. A freestanding sign is allowed by the provisions of this Chapter provided the freestanding sign complies with the provisions of this Chapter.

b. Freestanding signs may not exceed 150 square feet of sign area per individual sign (a double-sided freestanding sign would equal 75 square feet per side).

c. Freestanding signs not exceeding six feet in height and thirty 30 square feet in total sign area are allowed, at a minimum setback of four feet behind parcel line.

~~d. Freestanding signs shall not exceed a height of 20 feet.~~

~~e.~~d. If the freestanding sign is within the visibility clearance area of any driveway or intersection, it shall not exceed three feet in height.

~~f.~~e. Freestanding signs shall not be located within a dedicated utility easement.

~~g.~~f. To ensure the readability, the minimum letter size required on all freestanding signs shall be 10 inches. Sign copy shall not be located closer than one half-letter height to the sign edge or other line of copy.

~~h.~~g. External illumination with a hooded floodlight is prohibited. Internal illumination is permitted.

~~i.~~h. Freestanding signs shall be placed in a landscaped bed and shall have a minimum of two square feet of landscaping for every square foot of sign area measured at the base of the sign."

SECTION 36: That Paragraph 3, "Openings of Service Bays", of Subsection C, "Development Standards," of Section 18.60.200, "Vehicle Repair and Maintenance Facilities," of Chapter 18.60, "Standards for Specific Land Uses," of Title 18, "Zoning", of the SCCC is hereby modified as follows:

"3. Openings of Service Bays. Openings of service bays for new repair facilities shall not ~~face~~ be visible from the public right~~s~~-of-way and shall be designed to minimize the visual intrusion onto adjoining properties."

SECTION 37: That Subsection A of Section 18.60.280, "Mobile Food Vendors," of Chapter 18.60, "Standards for Specific Land Uses," of Title 18, "Zoning", of the SCCC is hereby modified as follows:

"Purpose and Intent. The intent of this Section is to ~~encourage~~ regulate mobile food vending on private property that is compatible with associated and surrounding uses and do not obstruct pedestrian or vehicular circulation or create an unsightly appearance. This section does not apply to sidewalk sales in the public right-of-way, which are governed by Sections 51036-51039 of the Government code."

SECTION 38: That Subsection A of Section 18.66.030, "Exemptions from Discretionary Permits," of Chapter 18.66, "Wireless Telecommunications Facilities," of Title 18, "Zoning", of the SCCC is hereby modified as follows:

"Replacement or modification of a previously allowed facility or equipment, or replacement or restoration of previously allowed facilities or equipment following temporary relocation, or collocation of new transmission equipment~~,~~ that does not substantially change the physical dimensions of the existing facility or equipment and qualifies as an "eligible facilities request" under 47 CFR § 1.6100, as may be amended."

SECTION 39: That a new Section 18.66.100, "Continuation of Wireless Facilities" is added to Chapter 18.66, "Wireless Telecommunications Facilities," of Title 18, "Zoning", of the SCCC and reads as follows:

"18.66.100 – Restoration of Wireless Facilities after Redevelopment.

A. During redevelopment of a site that involves an existing wireless facility, wireless facilities are allowed to continue in a temporary configuration for a period of up to three years from the date of the removal of the permanent facility. Temporary wireless facilities may be located up to 200 feet from the subject site.

B. Permanent wireless facilities may be restored on the subject site in a building-mounted configuration only. Continued wireless facilities are required to obtain a Zoning Clearance and building permits within six months of the completion of the redevelopment of the site, as measured by the first Certificate of Occupancy."

SECTION 40: That Subsection B, "Before Any Other Action," of Section 18.120.020, "Architectural Review Process," of Chapter 18.120, "Architectural Review," of Title 18, "Zoning", of the SCCC is hereby renamed "Plans Required".

SECTION 41: That Subsection D, “Public Hearing Required,” of Section 18.120.020, “Architectural Review Process,” of Chapter 18.120, “Architectural Review,” of Title 18, “Zoning”, of the SCCC is hereby amended as follows:

“D. Public Hearing Required. The Director shall conduct a public hearing, titled the "Development Review Hearing," after providing notice in compliance with Chapter 18.146 (Public Notices and Hearings) for the following types of projects:

1. New or expanded single-family homes resulting in:

a. Five or more bedrooms;

b. Five or more bathrooms;

c. Two or more bedrooms with direct exterior access; or

d. A new second story or the expansion of an existing second story.

~~2. Residential parcel or subdivision maps and any associated development plans.~~

~~3. New multi-family developments of any size.~~

~~4~~2. New freestanding non-residential development greater than 5,000 square feet in size.

~~5~~3. Modifications or additions to existing non-residential development, where the modification or addition is greater than 20,000 square feet in size.

~~6~~4. Demolition or major alterations to properties on the City's Historic Resources Inventory (HRI).

~~7~~5. Demolition of an existing structure, other than a non-habitable accessory structure.

~~8~~6. Any other project not listed above that the Director determines should be considered at a public hearing.”

SECTION 42: That a new Subsection D, “Completeness of Application,” is added to

Section 18.126.030, “Review Process,” of Chapter 18.126, “Zoning Clearances,” of Title 18, “Zoning”, as follows:

“Completeness of Application. All applications are required to be complete, including payment of fees, within 90 days of initial submittal. Any applications that remain incomplete will be automatically revoked without fees being refunded on the 91st day after initial submittal.”

SECTION 43: That a new subparagraph “c” is hereby added to paragraph 3 of Subsection B, “Timing and Form of Appeal,” of Section 18.144.030, “Filing and Processing of Appeals,” of Chapter 18.144, “Appeals,” of Title 18, “Zoning”, of the SCCC to read as follows:

“c. An appeal is not considered filed until the filing fee has been received.”

SECTION 44: That subparagraph d, regarding posting notices on the City’s website, of paragraph 2, “Alternative Notice for the Director’s Decision - Without a Public Hearing,” of Subsection B., “Method of Notice Distribution,” of Section 18.146.020, “Notice of Hearing,” of Chapter 18.146, “Public Notices and Hearings,” of Title 18, “Zoning”, of the SCCC is hereby deleted.

SECTION 45: That subparagraph f, regarding posting decisions on the City’s website, of paragraph 4, “Posting Notices,” of Subsection B., “Method of Notice Distribution,” of Section 18.146.020, “Notice of Hearing,” of Chapter 18.146, “Public Notices and Hearings,” of Title 18, “Zoning”, of the SCCC is hereby deleted.

SECTION 46: That the definition “Attic” is added to Section 18.160.010, “’A’ Definitions”, of Article 8, “Definitions”, of Title 18, “Zoning”, of the SCCC and reads as follows:

“Attic. The unconditioned, non-habitable part of a building immediately below the roof situated wholly within the roof framing. Permanent fixed stairways to an attic are

prohibited. The maximum height of an attic is less than seven (7) feet."

SECTION 47: That the definition "Common Living Area" in Section 18.160.030, "'C' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC is modified to read as follows:

"Common Living Area. The area of a dwelling available to all residents of a unit, including the living room, dining room and kitchen, but exclusive of bathrooms and hallways. Bedrooms are also not counted in the common area total."

SECTION 48: That the definition "Demolition" in Section 18.160.040, "'D' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC is re-named, "Demolition, Historic Resources".

SECTION 49: That a new definition of the term "Demolition" is added to Section 18.160.040, "'D' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC, immediately before the definition of "Demolition, Historic Resources", and reads as follows:

"Demolition. Means removal of more than fifty percent of the exterior walls of a building.

1. A wall, or portion of a wall, is deemed "removed" when its structure is removed or moved to another location or elevation on site, when the wall is enclosed behind newly constructed space, or when the exterior siding of the wall is removed.

2. For the purposes of calculating the amount of exterior walls removed, the remaining exterior walls must be contiguous.

3. Removal and replication of framing and/or siding for purposes of repair only does not constitute removal or demolition."

SECTION 50: That the definition "Dwelling unit" is added to Section 18.160.040, "'D'

Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC and reads as follows:

"Dwelling Unit. A room or group of rooms including living, sleeping, eating, cooking, and sanitation facilities, constituting a separate and independent housekeeping unit, occupied or intended for residential occupancy on a non-transient basis."

SECTION 51: That the definition of "Dwelling, Multifamily" in Section 18.160.040, "'D' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC is modified to read as follows:

"Dwelling, Multifamily. Residential structure containing three or more residential dwelling units, each of which is for the occupancy by one or more persons living as a single housekeeping unit. Includes: triplexes (structures under single ownership with three dwelling units in the same structure); fourplexes (structure under single ownership with four dwelling units in the same structure); apartments (five or more dwelling units under single ownership in the same structure or complex); and ~~common ownership~~ attached unit projects including condominiums and townhouses. Does not include two-family residential dwellings."

SECTION 52: That the definitions "Fitness Facilities", "Floor Area Ratio", "Floor Area Ratio, Commercial", and Floor Area, Gross of Section 18.160.060, "'F' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC are revised to read as follows:

"Fitness Facilities. A business or an organization charging a membership or use fee, including private clubs and gymnasiums, that provides exercise machines, free weights, swimming pool, ~~spa, steam room~~ or fitness training and classes for use by clients. Spas and steam rooms are allowed as an ancillary use to fitness facilities.

"Floor Area Ratio. FAR is a broad measure of building mass in relation to the area of a lot or lots. It is calculated as the ratio of the gross floor area of a building or buildings at or above grade divided by the ~~gross~~ net area of the site. FARs may be applied on a parcel-by-parcel basis or as an average for an entire site under a single development proposal."

"Floor Area Ratio, Commercial. For the purpose of determining the required commercial areas of mixed-use projects, the commercial floor area ratio is the floor area of a building devoted to commercial uses, not including amenity spaces or parking areas, divided by the gross lot area.

"Floor Area, Gross. The floor area computed from the outside dimensions of the building, at or above grade, ~~and not excluding~~ including corridors and other design features ~~and aggregated for each additional story or mezzanine floor, and excluding any basement area, except as provided below~~. Design features such as atria and mezzanines are not counted towards gross floor area, provided that those features do not increase the occupant load of the building. For purposes of this definition, where less than one-half the height of a basement is below grade, measured by reference to the average elevation of land within one hundred (100) feet of the building, such basement or ground floor shall be considered a story and contribute to the floor area."

SECTION 53: That the definition "Kennel" is modified, and that a new definition "Kickboard" is inserted into Section 18.160.110, "'K' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC and those definitions are to read as follows:

"Kennel. Facility where ~~five or more~~ dogs, cats, or other small domesticated animals over the age of four months are kept, whether keeping is for pleasure, profit, breeding, or

exhibiting, including places where the animals are boarded, kept for sale or hire. May also include daytime boarding and activity for animals (e.g., "doggie daycares") and ancillary grooming facilities."

"Kickboard. A horizontal board installed along the bottom of a fence. Kickboards are included in the measurement of fence height."

SECTION 54: That the definition "Major Transit Stop", of Section 18.160.130, "'M' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC is revised to read as follows:

"Major Transit Stop. Any of the following:

(1) a transit stop identified in the current version of Plan Bay Area;

(2) an existing rail or bus rapid transit station; or

(3) the intersection of two or more major bus routes with a frequency of service interval of ~~15~~ 20 minutes or less during the morning and afternoon peak commute periods."

SECTION 55: That the definition "Retaining Wall", is added to Section 18.160.180, "'R' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC and reads as follows:

"Retaining Wall. A structure that holds or retains soil behind it. It may be constructed of wood, masonry, concrete, metal, or other material."

SECTION 56: That the definition "Smoke Shop", contained in Section 18.160.190, "'S' Definitions", of Article 8, "Definitions", of Title 18, "Zoning", of the SCCC is modified to read as follows:

"Smoke Shop: Any premises ~~dedicated to~~ primarily engaged in the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or

tobacco, vaping, compressed gas (i.e. nitrous oxide), or cannabis paraphernalia. Any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop"" and is not subject to the restrictions in this chapter. For purposes of this definition only, "primarily engaged in" means when 30% or more the products sold at the retail establishment are smoking and tobacco products or accessories, or other products or devices and components reasonably used for smoking or the inhalation or ingestion of any substance or any combination thereof."

SECTION 57: That the definition for "Specialized Education and Training" in Section 18.160.190 ("'S' Definitions") of Article 8 ("Definitions") of Title 18 ("Zoning") of the SCCC is modified to read:

"Specialized Education and Training. School offering specialized education and training that typically offer certifications rather than academic degrees (e.g., dance, ~~judo,~~ painting and tutoring)."

SECTION 58: That a new definition entitled "Vehicle Storage Yard" is added to Section 18.160.220 ("'V' Definitions") of Article 8 ("Definitions") of Title 18 ("Zoning") of the SCCC to read as follows:

"Vehicle Storage Yard means the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles."

SECTION 59: That the definition for Vocational School in Section 18.160.220 ("'V' Definitions") of Article 8 ("Definitions") of Title 18 ("Zoning") of the SCCC us modified to read as follows:

"Vocational School. A public or private post-secondary school other than a community college or four-year college providing occupational or job skills training for specific occupations. ~~See "Specialized Education and Training/Studios~~"

SECTION 60: That Section 18.06.030 ("Zoning Map") of Chapter 18.06 ("Zoning Map and Zones") of Title 18 ("Zoning") is hereby amended to read as follows:

"18.06.030 – Zoning Map

The boundaries, designations, and locations of the zones established by this Zoning Code shall be shown upon the map(s) entitled "Zoning Map for Santa Clara " and referred to in this Zoning Code as the Zoning Map. Any additional maps (e.g., setback map, height map) adopted shall also be a part of this Zoning Code by reference. This Zoning Code, together with the Zoning Map, is hereby adopted in compliance with current State planning, zoning, and development laws. Amendments to the existing zone boundaries of any identified zones shall be made ~~**by ordinance**~~ in compliance with Chapter 18.142 (Amendments [General Plan, Zoning Code, and Zoning Map])."

SECTION 61: That the first paragraph of subsection (e) of Section 1.10.030 ("Administrative citation") of Chapter 1.10 ("Administrative Penalties – Citations") of Title 1 ("General Provisions") is hereby amended to read as follows:

"An administrative citation may be served by personal delivery on any person determined to be responsible for the violation if the responsible person resides or works within the City and can be located. If the responsible person resides and works outside the City, or the Code enforcement officer cannot readily locate a responsible party for personal delivery of an administrative citation, then the citation may be served by either by certified mail, postage prepaid, return receipt requested; or by priority mail with tracking; ~~,~~ addressed

to a location reasonably calculated to give notice to the responsible party of the administrative citation. All notices required by this chapter to be served subsequent to service of a citation may be served either by personal delivery or by certified mail, postage prepaid, return receipt requested, and shall be deemed effective on the date of personal delivery or when the certified mail is either delivered or delivery is attempted."

SECTION 62: That all of the Chapters numbered 18.200 and above are hereby deleted from the Zoning Code.

SECTION 63: That the cross-references to other sections of the code are updated to reflect the correct target destination.

SECTION 64: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 65: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 66: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 18th day of August, 2026, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK

CITY CLERK

CITY OF SANTA CLARA

Attachments incorporated by reference: Zoning Code Amended Tables

Table from City Code § 9.10.040 Noise or sound regulation.

Schedule A
Exterior Sound or Noise Limits

Receiving Zone Zoning Category	Time Period	Noise Level (dBA)
Category 1		
Single-family and duplex residential (R1, R2)	Commencing at 7:00 A.M. and ending at 10:00 P.M. that evening	55
	Commencing at 10:00 P.M. and ending at 7:00 A.M. the following morning	50
Category 2		
Multiple-family residential, public space (R3, R4, R5, R6, UC, UV, PQP)	Commencing at 7:00 A.M. and ending at 10:00 P.M. that evening	55
	Commencing at 10:00 P.M. and ending at 7:00 A.M. the following morning	50
Category 3		
Commercial, Mixed Use (C-C, C-N, C-R, MU-NC, MU-CC, MU-RD, MU-MD, MU-VHD, HD-Flex)	Commencing at 7:00 A.M. and ending at 10:00 P.M. that evening	65
	Commencing at 10:00 P.M. and ending at 7:00 A.M. the following morning	60
Category 4		
Office and Light Industrial (LO-RD, HO-RD, LI)	Anytime	70
Heavy Industrial (HI)	Anytime	75

Table 2-1
Residential Zones Allowed Uses and Permit Requirements

Residential Zones
Permit Requirements

P	Allowed by Right
MUP	Minor Use Permit (Chapter 18.114)
CUP	Conditional Use Permit (Chapter 18.114)
TUP	Temporary Use Permit (Chapter 18.122)
-	Not allowed

Land Use (see Article 8 for land use definitions).	R1-6L R1-8L	R2	R3 R4	R5	R6	Additional Regulations
Residential Uses						
Dwelling, Accessory Units	P	P	P	P	P	Chapter 18.60.020
Dwelling, Multifamily	-	P	P	P	P	
Dwelling(s), Single-Family	P	P	-P	-	-	
Dwelling, Two-Family	P	P	P	-	-	Chapter 18.24
Employee Housing	P	P	P	P	P	
Home Occupations	P	P	P	P	P	Chapter 18.60.120
Live-Work Facilities	-	-	MUP	MUP	MUP	Chapter 18.60.130
Mobile Home Park	-	-	CUP	CUP	-	
Organizational Houses	-	-	MUP	MUP	-	
Rooming and/or Boarding Houses	-	-	MUP	MUP	-	
Supportive Housing	P	P	P	P	P	
Transitional Housing	P	P	P	P	P	
Human Services Uses						
Assisted Living Facilities	-	-	-	CUP	CUP	Chapter 18.60.080
Child Day Care Homes, Up to 14 Children	P	P	P	P	P	
Residential Care Facilities, six or fewer residents	P	P	P	P	P	
Residential Care Facilities, seven or more residents	MUP	MUP	MUP	MUP	MUP	
Community Care Facilities	-	CUP	CUP	CUP	CUP	
Low-barrier Navigation Centers	-	-	P	P	-	
Emergency Shelters	-	-	P	P	-	Chapter 18.60.110
Recreation, Education, and Public Assembly Uses						
Community Gardens	P	P	P	P	P	
Parks and Public Plazas	P	P	P	P	P	
Places of Assembly	-	~~CUP~~MUP	~~CUP~~MUP	~~CUP~~MUP	~~CUP~~MUP	
Public Schools	P	P	P	P	-	
Private Schools	CUP	CUP	CUP	CUP	-	
Utility, Transportation, and Communication Uses						
Public Safety Facilities	-	-	P	P	P	
Wireless Telecommunications Facilities, Co-location/Small Cell	P	P	P	P	P	Chapter 18.66
Photovoltaic Systems	P	P	P	P	P	
Retail, Service, and Office Uses						

Table 2-1
Residential Zones Allowed Uses and Permit Requirements

Residential Zones Permit Requirements						
P	Allowed by Right					
MUP	Minor Use Permit (Chapter 18.114)					
CUP	Conditional Use Permit (Chapter 18.114)					
TUP	Temporary Use Permit (Chapter 18.122)					
-	Not allowed					
Land Use (see Article 8 for land use definitions).	**R1-6L R1-8L**	**R2**	**R3 R4**	**R5**	**R6**	**Additional Regulations**
Bed and Breakfast Inns	P	P	CUP	-	-	Chapter 18.60.050

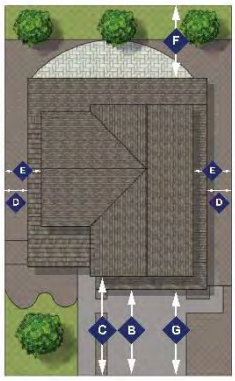
Table 2-2
Patrick Henry Drive Residential Zones Allowed Uses and Permit Requirements

Residential Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**PH-R5**	**UV HD-Flex**	**VR**	**UC**	**Additional Regulations**
Residential Uses					
Dwelling, Accessory Units	P	P	P	P	Chapter 18.60.020
Dwelling, Multifamily	P	P	P	P	
Dwelling, Single-Family	-	-	-	-	
Dwelling, Two-Family	-	-	-	-	Chapter 18.24
Employee Housing	P	P	P	P	
Home Occupations	P	P	P	P	Chapter 18.60.120
Live-Work Facilities	MUP	MUP	MUP	MUP	Chapter 18.60.130
Mobile Home Park	-	-	-	-	
Organizational Houses	-	-	-	-	
Rooming and/or Boarding Houses	-	-	-	-	
Supportive Housing	P	P	P	P	
Transitional Housing	P	P	P	P	
Human Services Uses					
Assisted Living Facilities	CUP	CUP	CUP	CUP	Chapter 18.60.080
Day Care Homes, Up to 14 Children	P	P	P	P	
Community Care Facility~~Small~~	P	P	P	P	
~~Community Care Facility, Large~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~	
Emergency Shelters	-	-	-	-	Chapter 18.60.110
Recreation, Education, and Public Assembly Uses					

Table 2-2
Patrick Henry Drive Residential Zones Allowed Uses and Permit Requirements

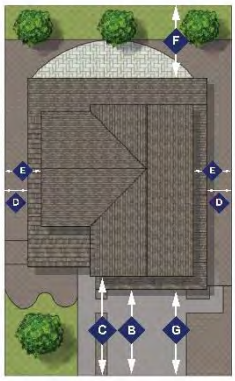
Residential Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**PH-R5**	**UV HD-Flex**	**VR**	**UC**	**Additional Regulations**
Community Gardens	P	P	P	P	
Parks and Public Plazas	P	P	P	P	
Places of Assembly	~~CUP~~MUP	~~CUP~~MUP	~~CUP~~MUP	~~CUP~~MUP	
Public Schools	CUP	CUP	CUP	CUP	
Private Schools	CUP	CUP	CUP	CUP	
Utility, Transportation, and Communication Uses					
Public Safety Facilities	P	P	P	P	
Wireless Telecommunications Facilities, Co-location/Small Cell	P	P	P	P	Chapter 18.66
Retail, Service, and Office Uses					
Bed and Breakfast Inns	-	-	-	-	Chapter 18.60.050
Retail	P	P	P	P	
Off-sale of alcohol	P	P	P	P	
Restaurants, including on-sale of alcohol	P	P	P	P	
Bars	CUP	CUP	CUP	CUP	
Office	P	P	P	P	For Office Uses in the HD-Flex zone, see Table 2-5

Table 2-3
Residential Zone Development Standards



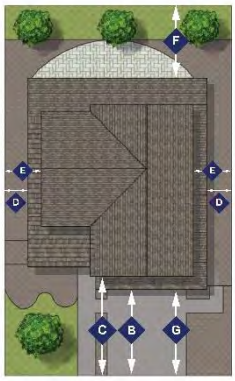
Development Feature (minimum unless otherwise indicated)	R1-6L	R1-8L	R2	R3	R4	R5	R6	Additional Regulations
Parcel Area (minimum) area required for each NEWLY CREATED parcel.								
Parcel Area	6,000	8,000	~~7,000~~ 4,550	8,500	8,500	10,000	None	
A **Street Frontage (feet)**	60	70	50	60	70	70	None	
Structure Coverage (maximum percentage)								
Parcel Area (less than 10,000 sq. ft.)	40%	40%	45%	60%	80%	None	None	
Parcel Area (10,000 sq. ft. or greater)	40%	40%	45%	None	None	None	None	
Setbacks (minimum) -Property lines are measured in feet, with those adjacent to the street measured from the face of the curb., adopted plan line, or edge of right-of-way.								
B **Front**	20	20	15	10	10	10	10	Section 18.30.050
C **Front, second story**	25	25	n/a	n/a	n/a	n/a	n/a	
Side, Corner	10	10	10	10	15	15	15	
Side, corner second story	15	15	n/a	n/a	n/a	n/a	n/a	
D **Side, Interior**	5	6 and 9	5	5	10	10	10	Section 18.10.040(B) Section 18.30.050
E **Side, interior, second story**	10	11 and 14	n/a	n/a	n/a	n/a	n/a	
F **Rear, single-story**	20	20	10	10	20	20	20	Section 18.30.050
Rear, multi-story	20	20	15	15	20	20	20	Section 18.30.050

Table 2-3
Residential Zone Development Standards



Development Feature (minimum unless otherwise indicated)	R1-6L	R1-8L	R2	R3	R4	R5	R6	Additional Regulations
G **Length of driveway approach**	20	20	20	20	20	20	20	
Height (maximum) measured in feet								
Height (within 20 feet of the R1-6L, R1-8L, and R2 zones)	25	25	32	32	32	32	32	Section 18.30.040
H **Height** (all other zones)	25	25	32	40	80	100	200	Section 18.30.040
Number of Stories (maximum)								
Number of Stories and the Daylight Plane	All structures adjacent to R1 and R2 zones shall include a 45-degree daylight plan off the property line to implement a compatible transition between structures.							
Number of Stories	2	2	2	4	8	10	20	
~~Gross~~ Net **Residential Density** (minimum to maximum) shown in number of dwelling units per acre								
Allowable Density	0.1-10	0.1-10	8-19	20-36	37-50	51-100 ~~99~~	~~60~~ 100-350	Section 18.10.040 D
Recreation Space for Multi-Family Dwellings (minimum) measured in square feet per dwelling unit								
Private Recreation Space (required for a minimum of 50 percent of units)	None	None	None	60	60	40	40	
Common Recreation Space (per unit)	None	None	None	200	200	200	200	
Additional Regulations								
Residential Accessory Structures	Chapter 18.32							
Density Bonus and Affordable Housing	Chapter 18.64							

Table 2-3
Residential Zone Development Standards



Development Feature (minimum unless otherwise indicated)	**R1-6L**	**R1-8L**	**R2**	**R3**	**R4**	**R5**	**R6**	**Additional Regulations**
Fences, Walls, Hedges, and Screens	Chapter 18.34							
Landscaping Standards	Chapter 18.36							
Off-Street Parking Regulations and Design Standards	Chapter 18.38							
Performance Standards	Chapter 18.40							
Sign Standards	Chapter 18.42							

Table 2-4
Patrick Henry Residential Zone Development Standards

Development Feature (minimum unless otherwise indicated)	**PH-R5**	**UV**	**VR**	**UC**	**HD Flex**	**Additional Regulations**
Parcel Area (minimum) area required for each NEWLY CREATED parcel.						
Parcel Area	10,000	10,000	10,000	8,500	8,500	
Street Frontage (feet)	70	70	70	60	70	
Structure Coverage (maximum percentage)						

Table 2-4
Patrick Henry Residential Zone Development Standards

Development Feature (minimum unless otherwise indicated)	**PH-R5**	**UV**	**VR**	**UC**	**HD Flex**	**Additional Regulations**
Parcel Area (less than 10,000 sq. ft.)	None	None	None	None	None	
Parcel Area (10,000 sq. ft. or greater)	None	None	None	None	None	
Setbacks (minimum) - Setback lines are measured from the back of walk.						
Residential (front, side corner and interior)	10	10	10	10	10	
Mixed-Use (front, side corner and interior)	0	0	0	0	0	
Office (front, side corner and interior)	0	0	0	0	0	
Setback Encroachments (i.e., awning, balconies, stoops)	Setback encroachments are allowed per the quantitative standards of the PHD plan.					
Height (maximum) measured in feet						
Height (within 20 feet of the R1-6L, R1-8L, and R2 zones)	32	32	32	32	32	Section 18.30.040
Height (all other zones)	135	160	160	FAA	160	Section 18.30.040
Number of Stories (maximum)						
Number of Stories (all other zones)	10	12	12	FAA	12	
~~Gross~~ Net **Residential Density** (minimum to maximum) shown in number of dwelling units per acre						
Allowable Density	51-~~99~~ 100	100-149	60-149	120-250	60-149	
Recreation Space for Multi-Family Dwellings (minimum) measured in square feet per dwelling unit						
Private Recreation Space (required for a minimum of 50 percent of units)	Per the PDO and PHD plan					
Common Recreation Space (per unit)	Per the PDO and PHD plan					
Additional Regulations						
Residential Accessory Structures	Chapter 18.32					
Density Bonus and Affordable Housing	Chapter 18.64					
Fences, Walls, Hedges, and Screens	Chapter 18.34					

Table 2-4
Patrick Henry Residential Zone Development Standards

Development Feature (minimum unless otherwise indicated)	PH-R5	UV	VR	UC	HD Flex	Additional Regulations
Landscaping Standards	Chapter 18.36					
Off-Street Parking Regulations and Design Standards	Chapter 18.38					
Performance Standards	Chapter 18.40					
Sign Standards	Chapter 18.42					

Table 2-4
Patrick Henry Residential Zone Development Standards

Development Feature (minimum unless otherwise indicated)	PH-R5	UV	VR	UC	HD Flex	Additional Regulations
Parcel Area (minimum) area required for each NEWLY CREATED parcel.						
Parcel Area	10,000	10,000	10,000	8,500	8,500	
Street Frontage (feet)	70	70	70	60	70	
Structure Coverage (maximum percentage)						
Parcel Area (less than 10,000 sq. ft.)	None	None	None	None	None	
Parcel Area (10,000 sq. ft. or greater)	None	None	None	None	None	
Setbacks (minimum) - Setback lines are measured from the back of walk.						
Residential (front, side corner and interior)	10	10	10	10	10	
Mixed-Use (front, side corner and interior)	0	0	0	0	0	
Office (front, side corner and interior)	0	0	0	0	0	
Setback Encroachments (i.e., awning, balconies, stoops)	Setback encroachments are allowed per the quantitative standards of the PHD plan.					
Height (maximum) measured in feet						
Height (within 20 feet of the R1-6L, R1-8L, and R2 zones)	32	32	32	32	32	Section 18.30.040
Height (all other zones)	135	160	160	FAA	160	Section 18.30.040

Table 2-4
Patrick Henry Residential Zone Development Standards

Development Feature (minimum unless otherwise indicated)	PH-R5	UV	VR	UC	HD Flex	Additional Regulations
Number of Stories (maximum)						
Number of Stories (all other zones)	10	12	12	FAA	12	
~~Gross~~ Net **Residential Density** (minimum to maximum) shown in number of dwelling units per acre						
Allowable Density	51-~~99~~ 100	100-149	60-149	120-250	60-149	
Recreation Space for Multi-Family Dwellings (minimum) measured in square feet per dwelling unit						
Private Recreation Space (required for a minimum of 50 percent of units)	Per the PDO and PHD plan					
Common Recreation Space (per unit)	Per the PDO and PHD plan					
Additional Regulations						
Residential Accessory Structures	Chapter 18.32					
Density Bonus and Affordable Housing	Chapter 18.64					
Fences, Walls, Hedges, and Screens	Chapter 18.34					
Landscaping Standards	Chapter 18.36					
Off-Street Parking Regulations and Design Standards	Chapter 18.38					
Performance Standards	Chapter 18.40					
Sign Standards	Chapter 18.42					

Table 2-8
Commercial Zones Allowed Uses and Permit Requirements

Commercial Zones Permit Requirements				
P Allowed by Right MUP Minor Use Permit (Chapter 18.114) CUP Conditional Use Permit (Chapter 18.114) TUP Temporary Use Permit (Chapter 18.122) - Not allowed				
Land Use (see Article 8 for land use definitions).	**C-N**	**C-C**	**C-R**	**Additional Regulations**
Residential Uses				
Caretaker Housing	-	P	P	Section 18.60.060

P	Allowed by Right
MUP	Minor Use Permit (Chapter 18.114)
CUP	Conditional Use Permit (Chapter 18.114)
TUP	Temporary Use Permit (Chapter 18.122)
-	Not allowed

Land Use (see Article 8 for land use definitions).	**C-N**	**C-C**	**C-R**	**Additional Regulations**
Dwelling, Multifamily	MUP	MUP	MUP	Section 18.12.040(A)(7)
Employee Housing	-	-	-	
Home Occupations	-	-	-	Section 18.60.120
Live-Work Facilities	MUP	MUP	MUP	Section 18.60.130
Single-Room Occupancy (SRO) Facilities	-	P	P	
Supportive Housing	-	-	P	
Transitional Housing Facilities	-	-	P	
Human Services Uses				
Assisted Living Facilities	-	CUP	-	Section 18.60.080
Child Day Care Facilities	P	P	P	Section 18.60.070
Residential Care Facilities, six or fewer residents	P	P	P	
Residential Care Facilities, seven or more residents	MUP	MUP	MUP	
Community Care Facilities	CUP	CUP	CUP	
Child Day Care Homes, Up to 14 Children	-	-	-	
Low-barrier Navigation Centers		P	P	
Emergency Shelters	-	P	P	Section 18.60.110
Recreation, Education, and Public Assembly Uses				
Cemeteries and Mausoleums	-	CUP	-	
Commercial Recreation Facilities, Indoor	CUP	P	P	
Commercial Recreation Facilities, Outdoor	-	P	P	
Fitness Facilities	MUP	P	P	
Libraries	P	P	P	
Mortuaries and Funeral Homes	-	P	P	
Museums	-	P	P	
Parks and Public Plazas	P	P	P	
Recreational Vehicle Parks	-	-	CUP	
Places of Assembly	P	P	P	
Public Schools	P	P	P	
Private Schools	CUP	CUP	CUP	
Public/Private Colleges and Universities	P	P	P	
Theaters and Auditoriums	-	P	P	
~~Vocational/Trade Schools~~ Specialized Education and Training	P	P	P	
Utility, Transportation, and Communication Uses				
Broadcasting and Recording Studios	-	P	P	
Parking ~~Structures~~ Facilities	-	CUP	CUP	
Public Safety Facilities	P	P	P	

P	Allowed by Right
MUP	Minor Use Permit (Chapter 18.114)
CUP	Conditional Use Permit (Chapter 18.114)
TUP	Temporary Use Permit (Chapter 18.122)
-	Not allowed

Land Use (see Article 8 for land use definitions).	**C-N**	**C-C**	**C-R**	**Additional Regulations**
Wireless Telecommunication Facilities and Towers, Co-location/Small Cell	P	P	P	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Minor (less than 70 feet)	MUP	MUP	MUP	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Major (70 feet or higher)	CUP	CUP	CUP	Chapter 18.66
Transit Stations and Terminals	-	CUP	CUP	
Utility Facilities and Infrastructures	CUP	CUP	CUP	
Diesel Back-up Generators	P	P	P	Section 18.60.260
Photovoltaic Systems	P	P	P	
Retail, Service, and Office Uses				
Adult Businesses Uses	-	-	CUP	Chapter 18.62
Alcoholic Beverage Sales and Service	P	P	P	Section 18.60.040
Ambulance Services	-	CUP	CUP	
Animal Sales and Grooming Facilities	P	P	P	
Banks and Financial Establishments, General	P	P	P	
Banks and Financial Establishments, Stand-alone ATM	P	P	P	
Bars	CUP	CUP	CUP	
Bed and Breakfast Inns	CUP	-	-	Chapter 18.60.050
Building Material Stores and Yards	-	P	P	
Business Support Centers	P	P	P	
Drive-in/Drive-through Establishments	CUP	CUP	CUP	Section 18.60.100
Equipment Sales and Rentals	-	P	P	
Garden Centers/Plant Nurseries	-	P	P	
Hotels and Motels	CUP	CUP	CUP	
Kennels	-	CUP	CUP	
Live Entertainment, Incidental	P	P	P	
Live Entertainment, Standalone Uses	MUP/CUP	MUP/CUP	MUP/CUP	Section 18.12.040(A)(5)
Maintenance and Repair Services	-	P	P	
Medical Services, General	P	P	P	
Mobile Food Vendors	P/MUP	P/MUP	P/MUP	18.60.280
Nightclubs	CUP	CUP	CUP	
Offices	P	P	P	
Outdoor Displays and Sales	MUP	CUP	CUP	Section 18.60.150
Outdoor Dining and Seating	MUP	MUP	MUP	Section 18.60.140

P	Allowed by Right
MUP	Minor Use Permit (Chapter 18.114)
CUP	Conditional Use Permit (Chapter 18.114)
TUP	Temporary Use Permit (Chapter 18.122)
-	Not allowed

Land Use (see Article 8 for land use definitions).	**C-N**	**C-C**	**C-R**	**Additional Regulations**
Personal Services	P	P	P	
Personal Services, Restricted	-	MUP	MUP	Section 18.60.170
Restaurants	P	P	P	
Retail Establishments				
General, Small Format	P	P	P	
General, Medium Format	-	MUP	MUP	
General, Large Format	-	CUP	CUP	
Smoke Shops	-	CUP	CUP	
Smoking Lounges	-	MUP	CUP	Chapter 8.37
Veterinary Facilities	-	MUP	P	
Vehicle Oriented Uses				
Car Wash and Detailing Facilities, Full-Service	-	CUP	MUP	
Car Wash and Detailing Facilities, Self-Service	-	MUP	P	
Mobile Fueling Delivery	P	P	P	
Vehicle Service Stations	-	MUP	CUP	Section 18.60.220
Vehicle Rental Facilities, General	-	CUP	MUP	
Vehicle Rental Facilities, Limited	-	P	P	
Vehicle Rental Facilities, Office Only	P	P	P	
Vehicle Sales Facilities, General	-	-	CUP	Section 18.60.210
Vehicle Sales Facilities, Wholesale	-	CUP	CUP	Section 18.60.210
Vehicle Repair Facilities, Minor	-	-	P	Section 18.60.200
Vehicle Repair Facilities, Major	-	CUP	CUP	Section 18.60.200
Vehicle Parts Sales	-	P	P	
Industrial, Manufacturing, and Processing Uses				
Personal Storage Facilities	-	-	CUP	
Printing and Publishing Facilities	-	P	P	
Wineries, Distilleries, Breweries, and Micro-Breweries	-	MUP	MUP	

Table 2-11
Mixed Use Zones Allowed Uses and Permit Requirements

Mixed Use Zones
Permit Requirements

P	Allowed by Right
MUP	Minor Use Permit (Chapter 18.114)
CUP	Conditional Use Permit (Chapter 18.114)
TUP	Temporary Use Permit (Chapter 18.122)
-	Not allowed

Land Use (see Article 8 for land use definitions).	**MU-NC**	**MU-CC**	**MU-RC**	**MU-VHD**	**Additional Regulations**
Residential Uses					
Caretaker Housing	CUP	-	-	P	Section 18.60.060

Table 2-11
Mixed Use Zones Allowed Uses and Permit Requirements

Mixed Use Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**MU-NC**	**MU-CC**	**MU-RC**	**MU-VHD**	**Additional Regulations**
Dwelling, Multifamily	P	P	P	P	
Employee Housing	P	-	-	-	
Home Occupations	P	P	P	P	Section 18.60.120
Live-Work	P	P	P	P	Section 18.60.130
Single-Room Occupancy (SRO) Facilities	-	P	P	-	
Supportive Housing	P	P	P	P	
Transitional Housing	-	-	-	P	
Human Services Uses					
Assisted Living Facilities	-	CUP	-	CUP	Section 18.60.080
Child Day Care Facilities	P	P	P	P	Section 18.60.070
Community Care Facilities	CUP	CUP	-	CUP	
Residential Care Facilities, six or fewer residents	P	P	-	P	
Residential Care Facilities, seven or more residents	MUP	MUP	-	MUP	
Day Care Homes, Up to 14 Children	P	P	P	-	
Low Barrier Navigation Centers	P	P	P	P	
Emergency Shelters	-	-	-	P	Section 18.60.110
Recreation, Education, and Public Assembly Uses					
Cemeteries and Mausoleums	-	-	-	CUP	
Community Gardens	MUP	MUP	MUP	-	
Commercial Recreation Facilities, Indoor	MUP	P	P	CUP	
Commercial Recreation Facilities, Outdoor	-	-	-	P	
Fitness Facilities	P	P	P	P	
Libraries	P	P	-	P	

Table 2-11
Mixed Use Zones Allowed Uses and Permit Requirements

Mixed Use Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**MU-NC**	**MU-CC**	**MU-RC**	**MU-VHD**	**Additional Regulations**
Museums	P	P	P	P	
Parks and Public Plazas	P	P	P	P	
Places of Assembly	~~MUP~~P	~~CUP~~P	~~CUP~~P	P	
Public Schools	P	P	P	P	
Private Schools	CUP	CUP	CUP	CUP	
Public/Private Colleges and Universities	P	P	P	P	
Theaters and Auditoriums	P	P	P	P	
~~Vocational/Trade Schools~~ Specialized Education and Training	-	P	P	P	
Utility, Transportation, and Communication Uses					
Broadcasting and Recording Studios	-	-	-	P	
Park and Ride Facilities	P	P	P	-	
Parking ~~Structures~~ Facilities	MUP	MUP	MUP	P	Section 18.14.040 (I)
Public Safety Facilities	P	P	P	P	
Wireless Telecommunications Facilities and Towers, Co-location/Small Cell	P	P	P	P	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Minor (less than 70 feet)	MUP	MUP	MUP	MUP	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Major (70 feet or higher)	-	CUP	CUP	CUP	Chapter 18.66
Transit Stations and Terminals	P	P	P	CUP	
Utility Facilities and Infrastructure	CUP	CUP	CUP	CUP	Section 18.14.040 (M)

Table 2-11
Mixed Use Zones Allowed Uses and Permit Requirements

Mixed Use Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**MU-NC**	**MU-CC**	**MU-RC**	**MU-VHD**	**Additional Regulations**
Photovoltaic Systems	P	P	P	P	
Retail, Service, and Office Uses					
Alcoholic Beverage Sales and Service	P	P	P	P	Section 18.60.040
Animal Sales and Grooming Facilities	P	P	P	P	
Banks and Financial Establishments, General	P	P	P	P	
Banks and Financial Establishments, Stand-alone ATM	P	P	P	P	
Bars	CUP	CUP	CUP	CUP	
Bed and Breakfast Inns	-	-	-	CUP	
Business Support Centers	P	P	MUP	P	
Drive-in/Drive-through Establishments	CUP	-	-	CUP	Section 18.60.100
Equipment Sales and Rentals	-	-	-	P	
Garden Centers/Plant Nurseries	-	-	-	P	
Hotels and Motels	P	P	P	CUP	Section 18.14.040 (O)(2)
Kennels	MUP	MUP	-	-	
Live Entertainment, Incidental	P	P	P	P	
Live Entertainment, Standalone	MUP/CUP	MUP/CUP	MUP/CUP	MUP/CUP	Section 18.14.040 (K)
Maintenance and Repair Services	P	P	P	P	
Medical Services, General	P	P	P	P	
Mobile Food Vendors	P/MUP	P/MUP	P/MUP	P/MUP	18.60.280
Nightclubs	CUP	-	CUP	CUP	
Offices	P	P	P	P	
Outdoor Dining and Seating	MUP	MUP	MUP	MUP	Section 18.60.140
Outdoor Displays and Sales	CUP	CUP	CUP	CUP	Section 18.60.150
Personal Services	P	P	P	P	

Table 2-11
Mixed Use Zones Allowed Uses and Permit Requirements

Mixed Use Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.114)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**MU-NC**	**MU-CC**	**MU-RC**	**MU-VHD**	**Additional Regulations**
Personal Services, Restricted	MUP	MUP	MUP	MUP	Section 18.60.170
Restaurants	P	P	P	P	
Retail Establishments:					
General, Small Format	P	P	P	P	
General, Medium Format	P	MUP	P	MUP	
General, Large Format	CUP	-	CUP	CUP	
Smoke Shops	-	CUP	CUP	-	
Veterinary Facilities	P	P	P	MUP	
Vehicle Oriented Uses					
Vehicle Service Stations	-	CUP	CUP	-	
Vehicle Rental Facilities, Limited	MUP	-	-	-	
Vehicle Rental Facilities, Office Only	P	-	-	-	
Vehicle Repair Facilities, Minor	MUP	-	-	-	Section 18.60.200
Industrial, Manufacturing, and Processing Uses					
Printing and Publishing Facilities	P	P	P	P	
Wineries, Distilleries, Breweries, and Micro-Breweries	MUP	MUP	MUP	MUP	

Table 2-14
Office and Industrial Zones
Allowed Uses and Permit Requirements

Office and Industrial Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.124)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**LO-RD**	**HO-RD**	**LI**	**HI**	**Additional Regulations**
Residential Uses					
Caretaker Housing	CUP	CUP	CUP	CUP	Section 18.60.060
Transitional Housing Facilities	-	-	MUP	-	
Human Services Uses					
Community Care Facilities	MUP	-	-	-	
Low-barrier Navigation Centers	-	-	MUP	-	
Emergency Shelters	-	-	MUP	-	Section 18.60.110
Recreation, Education, and Public Assembly Uses					
Cemeteries and Mausoleums	-	-	CUP	CUP	
Places of Assembly	MUP	MUP	-	-	Required to be located in a General Plan Exception Area
Commercial Recreation Facilities, Indoor	MUP	MUP	-	-	Required to be located in a General Plan Exception Area
Commercial Recreation Facilities, Outdoor	MUP	MUP	-	-	Required to be located in a General Plan Exception Area
Commercial recreation Facilities, Outdoor Ancillary	P	P	-	-	
Crematories	-	-	CUP	CUP	
Fitness Facilities	P	P	-	-	
Parks and Public Plazas	P	P	P	P	
Public Schools	P	-	-	-	
Private Schools	CUP	-	-	-	
Public/Private Colleges and Universities	CUP	-	-	-	
Equipment/Machine/Vehicle Training Facilities	CUP	CUP	P	-	
Vocational/Trade Schools	CUP	-	-CUP	-	
Utility, Transportation, and Communication Uses					
Broadcasting and Recording Studios	P	-	-	-	
Fuel Storage and Distribution Centers	-	-	-	CUP	
Park and Ride Facilities	P	P	P	P	
Parking Facilities	CUP	CUP	CUP	CUP	

Table 2-14
Office and Industrial Zones
Allowed Uses and Permit Requirements

Office and Industrial Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.124)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**LO-RD**	**HO-RD**	**LI**	**HI**	**Additional Regulations**
Wireless Telecommunications Facilities and Towers, Co-location/Small Cell	P	P	P	P	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Minor (less than 70 feet)	MUP	MUP	MUP	MUP	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Major (70 feet or higher)	CUP	CUP	CUP	CUP	Chapter 18.66
Transit Stations and Terminals	P	P	P	P	
Utility Facilities and Infrastructure	CUP	CUP	CUP	CUP	
Electric Power Plants	MUP	MUP	MUP	MUP	Section 18.60.260
Diesel Back-up Generators	P	P	P	P	Section 18.60.260
Water Wells	MUP	MUP	MUP	MUP	
Photovoltaic Systems	P	P	P	P	
Fuel Cells	P	P	P	P	
Retail, Service, and Office Uses					
Ambulance Services	P	P	P	-	
Banks and Financial Establishments, General	P	P	-	-	
Banks and Financial Establishments, Stand-alone ATM	P	P	-	-	
Business Support Centers	P	P	P	P	
Call Centers	P	P	CUP	-	
Data Centers	CUP	CUP	CUP	CUP	Section 18.60.090
Data Centers, Ancillary	P	P	P		Section 18.60.090
Hotels and Motels	P	P	CUP	CUP	
Kennels	P	-	P	-	
Maintenance and Repair Services	P	P	P	-	
Medical Services, General	P	P	-	-	
Mobile Food Vendors	P/MUP	P/MUP	P/MUP	P/MUP	18.60.280
Offices	P	P	-	-	
Outdoor Dining and Seating (Ancillary)	P	P	CUP	-	Section 18.16.040(B) Section 18.60.140
Personal Services (Ancillary)	P	P	-	-	Section 18.16.040(B)

Table 2-14
Office and Industrial Zones
Allowed Uses and Permit Requirements

Office and Industrial Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.124)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**LO-RD**	**HO-RD**	**LI**	**HI**	**Additional Regulations**
Restaurants (Ancillary)	P	P	MUP	MUP	Section 18.16.040(B)
Retail Establishments (Ancillary)	P	P	P	P	Section 18.16.040(B)
Vehicle Oriented Uses					
Mobile Fueling Delivery	P	P	P	P	
Transit Services and Dispatch	MUP	-	MUP	MUP	
Vehicle Service Stations	-	-	-	CUP	Section 18.60.220
Vehicle Rental, General	MUP	-	P	-	
Vehicle Repair Facilities, Minor	-	-	P	-	Section 18.60.200
Vehicle Repair Facilities, Major	-	-	CUP	P	Section 18.60.200
Vehicle Storage ~~Facilities~~ Yard	MUP	P	MUP	P	
Vehicle Dismantling Facilities	-	-	-	CUP	
Vehicle Impound Facility	-	-	-	CUP	
Industrial, Manufacturing, and Processing Uses					
Freight Yards/Truck Terminals	-	-	CUP	CUP	
Hazardous Material Storage Facilities	-	-	-	CUP	
Equipment Sales and Rental Facilities	P	P	P	P	
Industrial, Minor	P	P	P	P	
Industrial, Major	-	-	CUP	P	
Outdoor Storage, no on-site building	-	-	CUP	MUP	Section 18.16.040. C.3.e.(4), C.4.c Section 18.60.160
Laundry and Dry-Cleaning Plants	-	-	P	P	
Printing and Publishing Facilities	P	P	P	P	
Recycling Facilities					
Reverse Vending and Collection Boxes	-	-	P	P	Section 18.60.180
Collection Small	-	-	P	P	Section 18.60.180
Collection, Processing, and Transfer	-	-	MUP	MUP	Section 18.60.180
Research and Development Facilities	P	P	P	P	
Storage					
Personal Storage Facilities	CUP	-	CUP	-	

Table 2-14
Office and Industrial Zones
Allowed Uses and Permit Requirements

Office and Industrial Zones Permit Requirements					
P	Allowed by Right				
MUP	Minor Use Permit (Chapter 18.114)				
CUP	Conditional Use Permit (Chapter 18.124)				
TUP	Temporary Use Permit (Chapter 18.122)				
-	Not allowed				
Land Use (see Article 8 for land use definitions).	**LO-RD**	**HO-RD**	**LI**	**HI**	**Additional Regulations**
Warehouse	P	P	P	P	
Wholesaling and Distribution Centers	-	CUP	P	P	

Table 2-17
Special Purpose Zones Allowed Uses and Permit Requirements

Special Purpose Zones Permit Requirements			
P	Allowed by Right		
MUP	Minor Use Permit (Chapter 18.124)		
CUP	Conditional Use Permit (Chapter 18.124)		
TUP	Temporary Use Permit (Chapter 18.122)		
-	Not allowed		
Land Use (see Article 8 for land use definitions).	**OS**	**PQP**	**Additional Regulations**
Residential Uses			
Supportive Housing Facilities	-	CUP	
Transitional Housing Facilities	-	CUP	
Human Services Uses			
Child Day Care Facilities	-	MUP	Section 18.60.070
Community Care Facilities	-	MUP	
Low-barrier Navigation Centers	-	MUP	
Emergency Shelters	-	MUP	Section 18.60.110
Medical Services, Hospitals	-	CUP	18.18.040 (C)
Medical Services, General	-	P	
Recreation, Education, and Public Assembly Uses			
Cemeteries and Mausoleums	-	CUP	
Community Gardens	MUP	P	Section 18.18.040
Libraries	P	P	
Museums	-	P	
Parks and Public Plazas	P	P	
Commercial Recreation Facilities, Outdoor	P	CUP	Section 18.18.040(B)
Places of Assembly	-	CUP	
Public Schools	-	P	
Private Schools	-	CUP	
Public/Private Colleges and Universities	-	CUP	18.18.040 (C)
Theaters and Auditoriums	-	CUP	

Vehicle Oriented Uses			
Mobile Fueling Delivery	-	P	
Utility, Transportation, and Communication Uses			
Public Safety Facilities	-	P	
Wireless Telecommunications Facilities and Towers, Co-location	-	P	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Minor (less than 70 feet)	MUP	MUP	Chapter 18.66
Wireless Telecommunication Facilities and Towers, Major (70 feet or higher)	-	CUP	Chapter 18.66
Transit Stations and Terminals	-	P	
Utility Facilities and Infrastructure	CUP	CUP	
Electric Power Plants	-	MUP	Section 18.60.260
Diesel Back-up Generators	-	MUP	Section 18.60.260
Water Wells	-	MUP	
Photovoltaic Systems	-	P	
Fuel Cells	-	P	
Retail, Service, and Office Uses			
Mobile Food Vendors	-	P/MUP	18.60.280
Offices	-	P	
Outdoor Dining and Seating	-	MUP	
Retail Establishments, Ancillary	-	MUP	

Table 2-18
Special Purpose Zone Development Standards

Development Feature (minimum unless otherwise indicated)	**OS**	**PQP**	**Additional Regulations**
Setbacks (minimum) -Property lines are measured in feet, with those adjacent to the street measured from the face of the curb., adopted plan line, or edge of right-of-way. See Code Section 18.30.050 for setback measurement standards and methods.			
Front	10	10	
Side, Corner	10	10	
Side, Interior	10	10	
Rear	10	10	
Height (maximum) measured in feet			
Height (within 20 feet of the R1 and R2 zones)	25	32	
Height (all other zones)	32	60	18.18.040 (C)
Maximum Number of Stories	2	6	18.18.040 (C)
Additional Regulations			
Fences, Walls, Hedges, and Screens	Chapter 18.34		
Landscaping Standards	Chapter 18.36		
Open Space Standards	City Code Chapter 17.35		
Off-Street Parking Regulations and Design Standards	Chapter 18.38		
Performance Standards	Chapter 18.40		
Sign Standards	Chapter 18.42		
Solid Waste Enclosures	Section18.30.060		

Table 3-4
Bicycle Parking Requirements

Use	For Residents/Employees	For Visitors/Customers
Residential (such as apartments and condominiums, with a common parking area)	Minimum: 1 per unit In Class 1 bike rooms: 1 electrical outlet per 10 bicycle parking spaces All Class 1 bike rooms are also required to have a bike repair station, with a repair stand, pump, and tools for maintenance.	Minimum: 1 per 20 units, provided within 200' of the primary building entrance
Schools		
• Elementary schools	Minimum: 1 per 20 employees	Minimum: 1 per 10 students (in secure area)
• Middle schools	Minimum: 1 per 20 employees	Minimum: 1 per 8 students (in secure area)
• High schools	Minimum: 1 per 20 employees	Minimum: 1 per 6 students (in secure area)
• Colleges - Student residences	Minimum: 1 per 3 beds + 1 per 20 employees	Minimum: 4 per building entrance
• Academic buildings and other university facilities	Minimum: 1 per 10 employees + 1 per 10 student seats	Minimum: 1 per 8 student seats
Parking Garages not associated with specific land use type(s)	Minimum: 5% of auto parking Goal: Provide 25% of ground-floor auto parking space to secure bicycle parking	Minimum: 5% of Auto Parking

Table 3-4
Bicycle Parking Requirements

Use	Required Long- Term Spaces	Required Short- Term
Retail Sales/Shopping Center/Financial Institutions/Supermarkets	Minimum: 1 per 20 employees	Minimum: 1 per 4,000 sq. ft.
Office Buildings/Offices	Minimum: 1 per 4,000 sq. ft.	Minimum: 4 per building entrance
Hotels/Motels/Bed -&- Breakfasts	Minimum: 1 per 20 rooms + 1 per 20 employees	Minimum: 1 per 20 rooms
Hospitals	Minimum: 1 per 20 employees	Minimum: 1 per 45 beds
Restaurants	Minimum: 1 per 20 employees	Minimum: 1 per 800 sq. ft. of dining space
Industrial	Minimum: 1 per 20 employees OR per 10,000 sq. ft.	Minimum: 1 per 5,000 sq. ft.
Day Care Facilities	Minimum: 1 per 20 employees	Minimum: 1 per 40 children
Auto-Oriented Services	Minimum: 1 per 20 employees	--
Amphitheaters or Event Centers	Minimum: 1 per 20 employees	Minimum: 1 per 500 seats
Other Uses	Same as most similar use listed	Same as most similar use listed

Notes.
- The minimum number of required long-term bicycle parking spaces is 4, except when the code would require 1 or less, in which case, 2 bicycle spaces must be provided.
- Employees = maximum number of employees on duty at any one time.

Table 3-9
Signs Allowed in Commercial, Mixed-Use, Office, and Industrial Zones

Allowed Sign Types	Maximum Number	Maximum Sign Area	Maximum Sign Height	Notes
Freestanding Signs				
Sites with up to 150 lineal ft of structure frontage	1 per primary structure frontage	1 square foot for each linear foot of primary structure frontage	Freestanding Signs- 12 ft	Sites with up to 150 lineal ft of structure frontage
Sites with over 150 lineal ft of structure frontage	1 per primary structure frontage	1 square foot for each linear foot of primary structure frontage	Freestanding Signs- ~~12~~ 20 ft	18.42.120 May be used in combination with allowed structure signs.
	1 per secondary structure frontage	Max 50 percent of area of primary sign		
Structure Signs				
Canopy	Two per canopy if both are not visible at the same time.	N/A	Minimum of one foot below the top of the parapet; the sill of a second-floor window; or the lowest point of any cornice or roof overhang, whichever is applicable.	18.42.120(A) May be used in combination with allowed structure signs.
Primary Frontage				
Awning/Canopy	One sign per awning	N/A	Minimum of one foot below the top of the parapet; the sill of a second-floor window; or the lowest point of any cornice or roof overhang, whichever is applicable.	18.42.120(A) May be used in combination with allowed structure signs.
	Two per canopy if both are not visible at the same time.			
Projecting Signs	One projecting sign per establishment	8 sq ft	N/A	18.42.120(J) May be used in combination with allowed structure signs.

Table 3-9
Signs Allowed in Commercial, Mixed-Use, Office, and Industrial Zones

Allowed Sign Types	Maximum Number	Maximum Sign Area	Maximum Sign Height	Notes
Painted or Wall Signs	One wall sign per primary frontage	32 sq ft; or one square foot per lineal foot of structure frontage, whichever is greater, up to a maximum sign area of 150 sq ft	N/A	18.42.120(H) and (K) May be used in combination with allowed structure signs. Total area of all primary and accessory wall signs not to exceed 150 sq ft
	One accessory wall sign per establishment for a structure with a gross leasable area of over 10,000 sq ft	Area of all accessory wall signs not to exceed area of primary wall signs		
Secondary Frontage				
Awning/Canopy Signs	One sign per awning	N/A	Minimum of one foot below the top of the parapet; the sill of a second-floor window; or the lowest point of any cornice or roof overhang, whichever is applicable.	18.42.120(A)
	Two per canopy if both are not visible at the same time.			
Projecting Signs	One projecting sign per establishment	4 sq ft		18.42.120(J)
Painted or Wall Signs	One additional wall sign per establishment with a gross leasable area of 10,000 sq feet or greater with a public side street	32 sq ft; or one square foot per lineal foot of structure frontage, whichever is greater, up to a maximum sign are of 100 sq ft		18.42.120(H) and (K) Total area of all primary and accessory wall signs not to exceed 150 sq ft
	One wall sign per secondary frontage for structures with less than 10,00 sq ft of gross leasable area	50 percent of sign area allowed for primary frontage total for any combination of structure signs.		
Other Signs (also see Sections 18.42.150, and 170)				
Subdivision Entry Signs	See Subsection 18.42.120(B) (Standards for Specific Sign Types)			
Directional and Directory Signs	See Subsection 18.42.120(C) (Standards for Specific Sign Types)			

Table 3-9
Signs Allowed in Commercial, Mixed-Use, Office, and Industrial Zones

Allowed Sign Types	Maximum Number	Maximum Sign Area	Maximum Sign Height	Notes
Electronic Digital Display Message Signs	See Subsection 18.42.120(D) (Standards for Specific Sign Types)			
Freeway- and Expressway-Oriented Signs	See Subsection 18.42.120(F) (Standards for Specific Sign Types)			
Iconic Signs	See Subsection 18.42.130 (Iconic Signs)			
Luminous Tube Signs (neon)	See Subsection 18.42.120(G) (Standards for Specific Sign Types)			
Price and Menu Boards	See Subsection 18.42.120(I) (Standards for Specific Sign Types)			
Temporary Signs	See Section 18.42.100 (Temporary Signs)			
Window Signs	See Subsection 18.42.120(L) (Standards for Specific Sign Types)			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPLYING THE R6 ZONING DESIGNATION TO PARCELS DESIGNATED TRANSIT NEIGHBORHOOD, CONSISTENT WITH THE GENERAL PLAN

WHEREAS, on January 9, 2024, the City of Santa Clara (the "City") adopted the City's Zoning Code Update, the first comprehensive update of the Code in over 50 years; and

WHEREAS, the 2010-2035 General Plan is the City's vision for future development; and

WHEREAS, the City's Zoning Code is the primary regulatory tool that implements the General Plan; and

WHEREAS, the Zoning Code is administered on a parcel-by-parcel basis through a Zoning Map with specific zoning districts applied to each parcel; and

WHEREAS, the City prepared a Zoning Map that is consistent with the City's General Plan, as required by state law; and

WHEREAS, on July 16, 2024 the City Council adopted the zoning map to implement the adopted Zoning Code;

WHEREAS, the resolution adopting the map did not apply the R6 Zoning designation, because the code language did not include standards for non-residential uses and instead called for using the TN Transit Neighborhood standards of the previous code; and

WHEREAS, under Government Code Section 65860, the General Plan and Zoning Ordinance of a jurisdiction are required to be consistent with each other; and

WHEREAS, the proposed Zoning Code Cleanup Ordinance includes provisions to modify the R6 Transit Neighborhood Residential District to allow the full range of uses of anticipated in the Tasman East Specific Plan; and

WHEREAS, the City Council has reviewed the proposed Zoning Map resolution and the area of the map that the proposed changes apply to; and

WHEREAS, before acting on the change to the proposed Zoning Map, the City Council reviewed

and considered the potential environmental impacts and determined that as the primary implementation tool of the General Plan, the environmental effects of the proposed Zoning Code Update and associated Zoning Map were consistent with 2010-2035 General Plan EIR, as addended, and that the proposed Zoning Map did not alter the conclusions of the adopted General Plan EIR, as addended, or create new environmental impacts; and

WHEREAS, on April 8, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Zoning Map, which was subsequently continued to May 20, 2026 and again to June 10, 2026. At the conclusion of the hearing on June 10, the Commission recommended approval of the proposed Zoning Map Amendment resolution; and

WHEREAS, on August 18, 2026, the City Council conducted a duly noticed public hearing to consider the proposed Zoning Map, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed Zoning Map.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby amends the City's Zoning Map to be consistent with the City's adopted General Plan land use diagram, by applying the R6 zoning designation in the current version of the Zoning Code to parcels with the Transit Neighborhood General Plan land use designation.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 18th DAY OF AUGUST, 2026 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

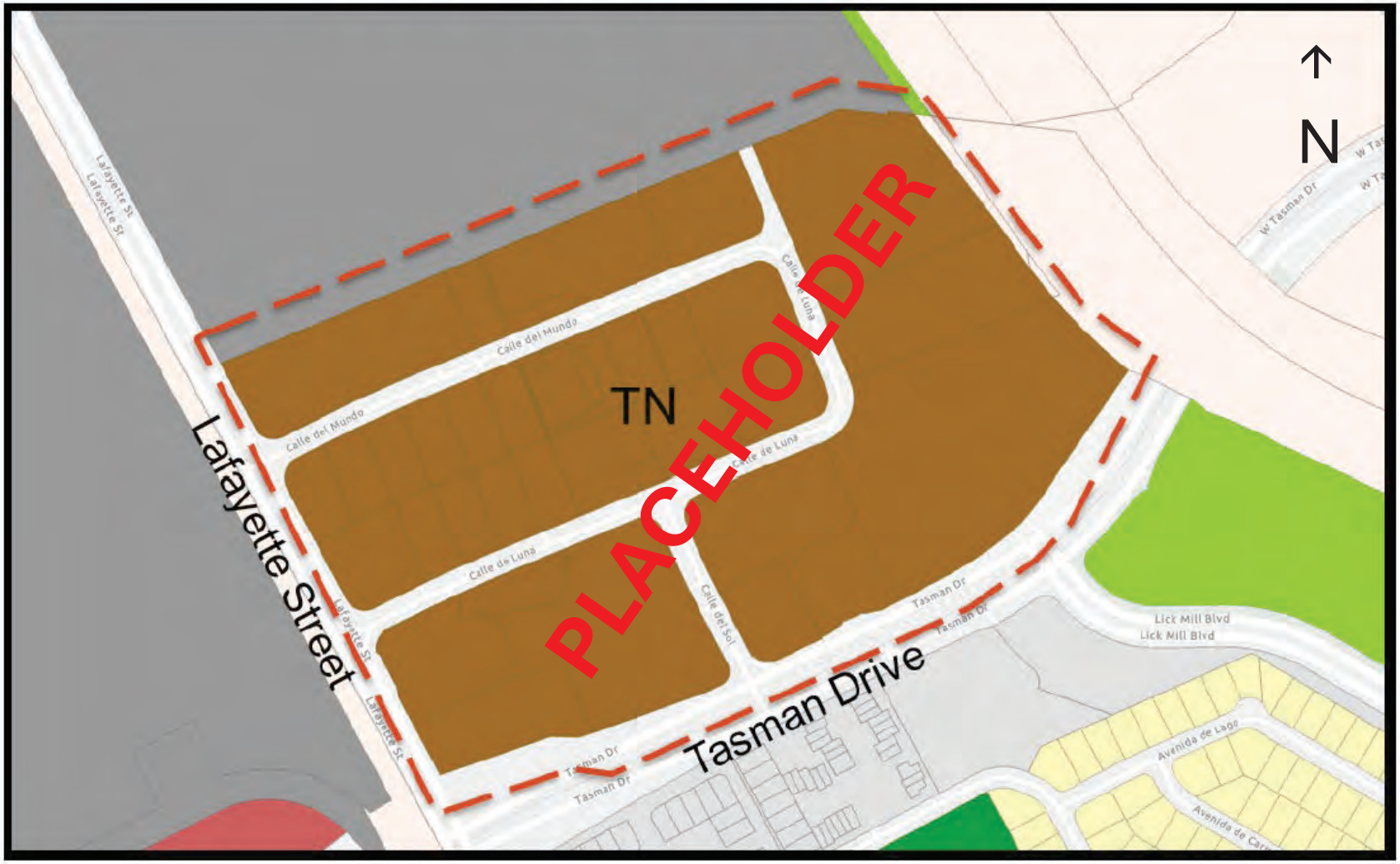
ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Draft Zoning Map (Tasman East detail

Area to be Rezoned to R6



REPORT TO COUNCIL

SUBJECT

Staff Update and Solicitation of Council Input or Direction on a City Council Request (Council Policy 030) to Revise Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements (DEFERRED FROM JUNE 23, 2026)

BACKGROUND

At the November 18, 2025 City Council meeting, Councilmember Chahal submitted a Council Policy 030 request to consider possible revisions to Title 17, Chapter 17.15, Table III of the City Code related to requirements for public improvements. City Council approved a motion to agendize this 030 request for discussion at a future meeting. The purpose of this report is to provide information on Chapter 17.15 and its application in relation to City requirements for street improvements (such as sidewalk upgrades), in connection with planning entitlement and building permit applications (i.e. residential additions).

City Code Title 17, Chapter 17.15, Table III: Title 17 of the City Code is entitled “Development” and includes Chapter 17.15, entitled “Property Developments,” which defines certain policies, requirements, and procedures for the development of property in the City. Included within Chapter 17.15 is Section 17.15.110, entitled “On-site dedications, easements, and rights-of-way” as shown below and also included as Attachment 1.

§ 17.15.110 On-site dedications, easements, and rights-of-way.

(a) The developer shall grant to the City, without cost, all easements and/or rights-of-way (excluding easements and rights-of-way for street purposes that are provided for in subsection (b) of this section) necessary (1) for serving the property of the developer and (2) for the installation of utilities, flood-control improvements, and public service facilities.

(b) The developer shall also grant to the City, without cost, all easements and/or rights-of-way for street purposes necessary for serving the property of the developer and to install required street improvements in accordance with actions listed in Table III.

(c) Off-set credits shall be allowed the developer for existing street improvements previously paid to the City in accordance with the provisions of SCCC § 17.15.100 and § 17.15.260.

City Code 17.15.110(b) requires that a developer grant to the City, without costs, easements and/or rights-of-way for street purposes necessary for serving the property and install required street improvements in accordance with Table III (Attachment 2).

Table III of Chapter 17.15 requires that dedication and street improvements are required in

connection with:

- Final Maps, Parcel Maps, and Zoning
- Residential: Any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition, or reconstruction.
- Non-Residential: Any single private improvement or any series of private improvements made within a three-year period valued at $200,000 or more.

DISCUSSION

City Code Section 17.15.110 provides the legal framework by which the City can require street improvements and dedications as development occurs. There are two typical processes where staff review projects to determine if street improvements and dedications are required.

1. Planning Entitlement and Building Permits: During this process, applicants submit a planning application for a proposed land use project to the Planning Division in the Community Development Department (CDD). CDD coordinates with various City departments to review the proposal, and the City sets project level conditions of approval. There are often conditions of approval requiring adjacent street improvements. During the building permit stage of the project, staff follow up on the project's conditions of approval to ensure that required street improvements are permitted and constructed.

2. Building Permit Only: In this situation, a planning application/permit is not required, and applicants submit directly to the City's Building Division in CDD. CDD coordinates with various City departments who review the building application and set requirements based on review of the project and relevant City Codes.

Staff understands that the 030 request is related to street improvement requirements for residential building additions. Based on this, the remainder of the report will focus on the process and requirements for these specific types of projects. Below are the typical steps involved when the City receives and reviews a residential building permit application.

Process for Reviewing Residential Additional Building Permit Applications related to City Code Section 17.15.110:

1. Building Application Submitted
   Receive a residential building permit application.

2. Threshold Review (Table III)
   Staff reviews the project against Table III to determine if frontage improvements are triggered. For residential projects, Table III allows the City to require street improvements for projects where there is any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition, or reconstruction.

3. Determine Required Improvements

If the project meets the threshold, staff reviews the existing conditions along the project's street frontage and identifies required street improvements, with an emphasis on bringing the public street frontage into compliance with the current Americans with Disabilities Act (ADA) requirements.

Typical frontage improvements can include:

- Driveway Approach: Upgrade existing driveway approach (which includes a sidewalk) to meet current City standards
- Sidewalk: Construct or replace uplifted or damaged sidewalk to meet current City standards
- Curb Ramps: Upgrade curb ramps to meet current City standards for corner properties

Examples of these types of street frontage improvements are included in Attachment 3.

4. Condition of Approval (Issuance)
   ADA related street frontage improvements are added as a condition of the building permit prior to permit issuance.

5. Applicant Notification/Conditional Release Letter
   Applicant is notified of the requirement. Prior to issuance of the building permit, the property owner is required to sign a conditional release letter acknowledging the obligation to complete the street frontage improvements.

6. Condition of Approval (Final)
   A condition is placed on the building permit final requiring completion of the street frontage improvements.

7. Encroachment Permit (EP) Process
   Applicant obtains an encroachment permit to construct the street frontage improvements. Plans are reviewed and approved by the Department of Public Works prior to construction.

8. Completion and Final Clearance
   Once construction is completed and inspected, staff clears the encroachment permit and removes the frontage improvement condition in Accela, allowing the building permit to receive final.

Residential Building Permit Projects with Required ADA Improvements

Table 1 below includes the number of residential building permit projects that required ADA related improvements per City Code Section 17.15.110, Table III.

Table 1
Number of Residential Building Permit Projects
with Required ADA Street Improvements

	2021	2022	2023	2024	2025	2026 (to date)
# of Projects	22	27	25	19	18	7

The majority of the required improvements involve upgrading existing driveway approaches/sidewalk to City standards. Cost information provided by project applicants indicates that the value of these improvements ranges between $5,000 to $19,000 per improvement. The value of each improvement is highly dependent on the extent of concrete work required and cost information applicants receive from their contractors.

Peer City Benchmarking Information

Staff contacted several peer cities to determine if those cities have similar requirements for street improvements in connection with residential building permit applications. The cities of Milpitas, Mountain View, San Jose and Sunnyvale responded and in general they do not typically require street improvements for residential building permit projects. Below is a summary of their feedback.

Milpitas:

- No codified square-footage trigger
- Sidewalk and driveway improvements only required when a project fronts an unimproved street.

Mountain View:

- Code: If project valuation is over $175,000 and outside of a flood zone, residential project is required to do public improvements
- Sewer lateral video is required
- Sidewalk and driveway improvements not required unless proposed by the applicant; if proposed, must meet current standards

San Jose:

- No codified square-footage trigger
- May require driveway/sidewalk upgrades if none exist, or where scope creates a clear nexus

Sunnyvale:

- No codified square-footage trigger
- Residential building permits not reviewed by Public Works. Sidewalk and driveway improvements required only if owner proposes to relocate driveway.

Amending Chapter 17.15 of the City Code

If the City Council wishes to amend Chapter 17.15 of the City Code, staff recommend that the Council discuss the proposed revisions and provide direction regarding the desired changes.

Chapter 17.15 of the City Code may be amended to modify or eliminate existing requirements, and the Council may direct that such amendments apply retroactively where the effect is to reduce, remove, or otherwise lessen existing obligations. For example, if the Council eliminates the requirement for street improvements for residential additions exceeding 800 square feet, that amendment could be applied retroactively. However, amendments that would impose new, additional,

or more burdensome requirements should apply prospectively only and should not be applied retroactively to pending applications, previously approved projects, or completed construction. Any proposed ordinance should clearly specify whether retroactive application is intended, the effective date of that application, and the categories of projects to which it would apply.

It is important to note that the City's recently adopted ADA Self Evaluation and Transition Plan includes information related to the City's current regulations and practices to require development to provide street improvements such as ADA driveways, sidewalks, and curb ramps. These improvements were originally built by developers and the City has opted to maintain this infrastructure. If Council provides direction to amend the City Code to remove the requirement for street improvements, the City will then bear the financial responsibility to provide these improvements in the future.

Following Council direction, staff will coordinate with the City Attorney's Office regarding next steps, confer with the appropriate Council Committees, and return to the Council with proposed amendments.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(2) as a general policy making activity.

FISCAL IMPACT

In addition to costs related to City staff time and expense necessary to prepare this report, if the City Council provides direction to remove the requirement for street improvements as currently required in City Code Chapter 17.15.100, the City will be responsible for the subject improvements in the future.

COORDINATION

This report has been coordinated with the City Attorney's Office, Community Development Department and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Discuss and provide direction related to revising Chapter 17.15 of the City Code (Property Developments) related to Required Street Improvements.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. City Code Chapter 17.15.110

2. City Code Chapter 17.15.110 - Table III
3. Examples of Required ADA Frontage Improvements

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ATTACHMENT 1

City of Santa Clara, CA

Title 17. Development

Chapter 17.15. PROPERTY DEVELOPMENTS

§ 17.15.110. On-site dedications, easements, and rights-of-way.

(a) The developer shall grant to the City, without cost, all easements and/or rights-of-way (excluding easements and rights-of-way for street purposes that are provided for in subsection **(b)** of this section) necessary (1) for serving the property of the developer and (2) for the installation of utilities, flood-control improvements, and public service facilities.

(b) The developer shall also grant to the City, without cost, all easements and/or rights-of-way for street purposes necessary for serving the property of the developer and to install required street improvements in accordance with actions listed in Table III.

(c) Off-set credits shall be allowed the developer for existing street improvements previously paid to the City in accordance with the provisions of SCCC § **17.15.100** and § **17.15.260**.

(Ord. 1312 § 1, 5-6-1975; Ord. 1372 § 1, 2-7-1978; Ord. 1408 § 1, 9-30-1980; Ord. 1486 § 1, 12-6-1983; Ord. 1581 § 5, 3-1-1988; Formerly § 21A-10)

ATTACHMENT 2

CITY CODE SECTION 17.15 – TABLE III

Table III

Action	Dedication Required	Street Improvements Required
Final Map	Yes	Yes
Parcel Map	Yes	Yes
Zoning	Yes	Yes
Residential: Any single private improvement or any series of private improvements made within a three-year period involving 800 or more square feet of any new construction, addition, or reconstruction.*	Yes	Yes
Nonresidential: Any single private improvement or any series of private improvements made within a three-year period valued at $200,000 or more.	Yes	Yes

Dedication of easements and rights-of-way for street purposes, including the installation of street improvements, may not be required by the City in connection with:

(a) Residential. The granting of building permit(s) involving:

(1) Any single private improvement less than 800 square feet of any new construction, addition, or reconstruction*; or

(2) Any series of private improvements made within a three-year period that are cumulatively less than 800 square feet of any new construction, addition, or reconstruction.*

(b) Nonresidential. The granting of building permit(s) involving:

(1) Any single private improvement valued at less than $200,000; or

(2) Any series of private improvements made within a three-year period that are cumulatively valued at less than $200,000.

Provided further, if the Planning Commission finds, on appeal, that the proposed activity has a significant impact on the immediate area, the developer shall be required to grant to the City, without cost, all dedications required for street purposes, including the installation of street improvements to serve the property of the developer.

* Reconstruction is any work involving the removal of at least 50 percent of exterior wall(s). Interior remodeling is not reconstruction.

(Ord. 1312 § 1, 5-6-75; Ord. 1372 § 1, 2-7-78; Ord. 1408 § 1, 9-30-80; Ord. 1486 § 1, 12-6-83; Ord. 1581 § 5, 3-1-88; Res. 6027, 6-13-95; Res. 6588, 6-15-99; Res. 7136, 6-8-04; Res. 7232 § 1, 6-7-05; Res. 7663, 8-25-09).

ATTACHMENT 3

Examples of Required ADA Frontage Improvements

Driveway Approach and Sidewalk Improvement

Sidewalk Improvement

Curb Ramp Improvement

26-778 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on a Council Policy 030 Request for Information on Public Participation Options, and Audio/Visual (A/V) and Broadcasting Requirements for Potential Offsite City Council Meetings, and Direction to Staff (DEFERRED FROM JUNE 23, 2026)

BACKGROUND

At the February 10, 2026, City Council Meeting, Vice Mayor Gonzalez made a Council Policy 030 request to agendize a review of public participation options such as Public Presentations only for in person public speakers or holding Council meetings at alternative locations outside of Council Chambers. The City Council agreed to add this item to a future City Council Agenda.

City Council meetings are currently held in the City Hall Council Chamber, which is equipped with integrated A/V systems that support in-room audio, video display, live production, broadcasting to the City's government access television channel, and streaming to online platforms. The City Council has expressed interest in holding City Council meetings at an offsite location, with the Northside Library identified as a preferred venue.

City Council Chamber systems include a base A/V system with controllers and production equipment, microphones, multiple displays and projectors, and the Granicus platform used for agenda management, meeting tagging, and voting. Offsite locations do not currently have equivalent equipment and production capabilities.

DISCUSSION

Currently, City Council meetings are available for live public viewing and comment in person (at City Hall) and via Zoom (telephonically or over the internet). In addition, remote live viewing (without the ability to comment) can be accessed via Facebook, the City's website (Granicus), the City's government access television channel, and YouTube. In total, there are seven (7) ways to view live meetings of the City Council, three of which allow for live comments (in-person, Zoom over the telephone, and Zoom over the internet).

The Brown Act

SB 707 was passed into law in 2025 and requires that, as of July 1st, all open and public meetings, including City Council meetings, shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. Gov Code 54953.4(b)(1)(A)(i)(I)(ia).

If City Council elects to provide a two-way audiovisual platform, it shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic

captioning function is included with the two-way audiovisual platform. If Council does not provide a two-way audiovisual platform, it shall provide a two-way telephonic service for the public to participate in the meeting. Gov Code 54953.4(b)(1)(A)(ii).

In-Person Only Public Comment
As noted above, currently, the public may provide live comment either in person in the Council Chambers or remotely via Zoom. Members of the public may also submit written comments in advance, which are distributed to the Council and made part of the record. Although the Council 030 request included a request to consider limitation of remote comment by members of the public, that will not be possible as a result of the new requirements of SB 707.

Offsite Meeting Locations
As staff reviewed alternative City facilities, a key consideration was the equipment required to maintain broadcast quality on the City's government access television channel.

Council Chamber meetings rely on an integrated set of production, broadcasting, and meeting-management systems that are not currently available at any other City of Santa Clara facility. To conduct a City Council meeting with comparable functionality at an offsite venue, the City would need to procure and install additional A/V and IT equipment, and in some cases provide supporting integration and configuration services. Missing equipment and capabilities include:

1. Production equipment for live switching, audio mixing, and recording;
2. Streaming and broadcasting components and encoders to deliver live and on-demand viewing;
3. Camera systems with pan-tilt-zoom controls, controller interfaces, and presets to support consistent camera angles and accessibility needs;
4. Additional dais and audience microphones;
5. Confidence/return displays and presenter displays for Councilmembers, staff, and the public; and
6. Granicus apparatus and associated peripherals used for agenda management, speaker timer and queues, and City Council voting, including required networking and security configurations.

Based on a preliminary assessment of required equipment and implementation services, staff have identified two options to support offsite City Council meetings (costs are one-time estimates and are subject to refinement during procurement and implementation):

1. Deploy permanent equipment at the Northside Library (approximately $149,000);
2. Deploy permanent equipment at both the Northside Library and Central Library (approximately $258,000)

Some additional, non-technological, considerations may include: room size and capacity, overflow capability, and scheduling.

If City Council provides direction to prepare for holding offsite City Council meetings, staff would need to further assess room layouts, power and network connectivity, acoustics, and sightlines during detailed design to confirm final quantities and costs. The City Council would receive an update of any additional costs at a later date and staff would then proceed with an implementation approach as well as any procurement actions consistent with City Council direction.

Recommendation

Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

Alternatives

1. Maintain current practice and continue to provide seven (7) ways for the public to view live meetings of the City Council that occur at City Hall -noting that three of the options currently allow for live comments (in-person, Zoom over the telephone, and Zoom over the internet).
2. Provide an alternative direction with respect to the location and participation platforms to City Council meetings.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Any one-time costs to procure and install equipment to support offsite City Council meetings would be funded by Public, Educational, and Governmental (PEG) fees, subject to City Council direction and authorization. Preliminary one-time estimates are approximately $149,000 (Option 1) or $258,000 (Option 2), depending on the option selected. Estimates do not include any ongoing subscription, licensing, staffing, or support costs that may be required for the upkeep of the installed system (e.g., Granicus cloud annual costs) and for meeting-day setup and testing.

COORDINATION

This report has been coordinated with the Information Technology Department, Finance Department, Library Department, City Clerk’s Office, City Manager’s Office and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Provide direction to Staff regarding whether to proceed with preparations for holding City Council meetings at an offsite location, including desired meeting capabilities and service levels.

Reviewed by: Adam Kostrzak, CIO/Director, Information Technology
Approved by: Jovan Grogan, City Manager

26-775 Agenda Date: 8/18/2026

REPORT TO COUNCIL

SUBJECT

Action on a Council Written Request (Council Policy 030) Submitted by Councilmember Jain to Place an Item on a Future Council Agenda Regarding a Policy Limiting the Type and Quantity of Water Used by Data Centers

BACKGROUND

Council Policy 030 (Adding an Item on the Agenda) sets forth the procedure for written petitions. A member of the Council may submit a written request for inclusion of an item on a future City Council agenda. Prior to submitting a Council Item Request form, the Member shall discuss the proposed request with the City Manager (and/or the City Attorney, as appropriate). If City staff's response does not satisfy the Member's request, the Membermay submit the Council Item Request form for placement on a future City Council agenda. Once the City Clerk's Office receives the Council Item Request form, it should immediately be forwarded to the City Manager for placement on an agenda, if possible, within two (2) Council meetings after original receipt of the original request by the City Clerk's Office.

DISCUSSION

The City Clerk's Office received a Council Written Request on June 29, 2026, submitted by Councilmember Jain requesting than an item be placed on a a future meeting agenda to discuss the creation of a policy limiting the type of water used by future data centers. The request also calls for discussion regarding the City's potential participation in any future Demand Side Grid Support (DSGS) program administered by the California Independent System Operator (CAISO) or State of California.

As a reminder, this item is for purposes of discussing whether or not the Council wants to agendize this item on a future Council agenda for a report or action. It is not for purposes of discussing the substance of the item itself. Specifically, the policy provides as follows:

1. At the meeting where the request to add an item to a future agenda is heard, Council discussion is limited to whether the item should be added to an agenda and a date, not the merit of the item. Valid considerations that can be discussed include whether the matter is within the City's jurisdiction, being addressed in some other way, City resource requirements, legality, timing, and prioritization.
2. Council may take the following actions when a request is made:
    a. No Action
    b. Refer the request to City staff for further study and a timely report back to Council
    c. Refer the item to a future annual Council Priority Setting session meeting
    d. Placement on a future Council meeting agenda for further consideration or action
3. At the meeting where the item is first considered, if a majority of the City Council supports

further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a administrative activity that will not result in direct or indirect physical changes to the environment.

FISCAL IMPACT
There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

COORDINATION
This item was coordinated with the City Manager and the City Attorney.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES
a. No Action
b. Refer the request to City staff for further study and a timely report back to Council
c. Refer the item to a future annual Council Priority Setting session meeting
d. Placement on a future Council meeting agenda for further consideration or action

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Policy Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated June 29, 2026, Submitted by Councilmember Jain

ADDING AN ITEM TO THE AGENDA

PURPOSE

The purpose of this Policy is to establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY/ PROCESS FOR CITY COUNCIL MEMBERS

Referral from Members of the City Council in Advance of a Meeting:

After consultation with the City Manager (and/or City Attorney, as appropriate), the Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a future City Council agenda. An item may be referred to the City Manager for inclusion on a City Council agenda during a Council meeting by City Council action.

The procedure for written request from the City Council shall be as follows:

1. Members of the City Council shall use the Council Item Request form to submit a written request for inclusion of an item on a future City Council agenda.
2. Prior to submitting a Council Item Request form, the Member shall discuss the proposed request with the City Manager (And/or City Attorney, as appropriate) to determine if City staff's response does not satisfy the Member's request, the Member shall submit the Council Item Request form for placement on a future City Council agenda.
3. Once the City Clerk's Office receives the Council Item Request form, it should immediately be forwarded to the City Manager for placement on an agenda, if possible, within two (2) Council meetings after receipt of the original request by the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requestor without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide the direction to the City Manager.

Referrals from Members of the Council at the Council Meeting

If an issue arises during a Council meeting that may require future City Council action a City Council member may also request, through a referral, that such item be agendized for future Council consideration. Such a request may be considered by the Council following the

"Procedure for Handling Requests at the City Council Meeting" set forth below.

POLICY/ PROCESS FOR COUNCIL COMMITTEES

Referral from a Council Committee:

Council Committees may request that an item to be considered for inclusion on a future City Council agenda by formal committee action. Any such request shall be submitted to the City Manager in writing. Provided the request is received two (2) days prior to the public release of the City Council agenda packet the item shall be included for consideration at that City Council meeting in accordance with the "Procedure for Handling Requests at the City Council Meeting" set forth below. .

POLICY/ PROCESS FOR MEMBERS OF THE PUBLIC

Requests from Members of the Public:

Members of the public may request that an item be added to a City Council Agenda in any of the following ways:

1. **Public Presentations:** Any member of the public may address the City Council under the "Public Presentations" section of the agenda to make a request of the City Council to add an item to a future meeting. If a member of the public wishes to provide a written petition of their request prior to their appearance at a Council Meeting they may be submitted as follows:
    a. Email:

        City Council: mayorandcouncil@santaclaraca.gov

        City Manager: manager@santaclaraca.gov

    b. MySantaClara App:

        santaclaraca.gov/services/make-a-service-request

    Note: Written Petitions will not be listed on the City Council agenda, and the member must be present at the meeting to present their request.
2. **Individual City Councilmembers:** Members of the public may directly petition individual City Councilmembers to request that an item be added to a future Council meeting. The Councilmember may then choose to submit the request through the Council referral process outlined in this Policy, above.
3. **City Manager and City Departments:** Members of the public may also petition the City Manager or City staff for specific action. The City Manager and/or staff may respond, as appropriate, directly to this request, or direct the member of the public to the other methods of petitioning the City outlined above.

PROCEDURE FOR HANDLING REQUESTS AT THE CITY COUNCIL MEETING

1. At the meeting where the request to add an item to a future agenda is heard, Council discussion is limited to whether the item should be added to an agenda and a date, not the merit of the item. Valid considerations that can be discussed include whether the matter is within the City's jurisdiction, being addressed in some other way, City resource requirements, legality, timing, and prioritization.

2. Council may take the following actions when a request is made:

    a. No Action.
    b. Refer the request to City staff for further study and a timely report back to Council.
    c. Refer the item to a future annual Council Priority Setting session meeting.
    d. Placement on a future Council meeting agenda for further consideration or action.

3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.

References

10/24/2023 Revised, Resolution No. 23-9278
10/27/2020 Revised, Resolution No. 20-8895

Attachments: Council Item Request Form

City of Santa Clara
The Center of What's Possible

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council Suds Jain

Contact E-mail sjain@santaclaraca.gov

Contact Phone 408-499-2955

Today's Date 6-29-2026

WRITTEN REQUEST

I, Suds Jain **, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:**

The City of Santa Clara is home to 58 data centers which is only limited by the lack of transmission to supply power current and future data centers. SVP is investing heavily to expand the transmission and distribution to support almost double the data center load. Recently there has been a lot of opposition Nationwide to building data centers primarily because of Climate impacts and water usage. Some cities have even passed moratoriums on the construction of data centers (Seattle, Denver, Madison, Oklahoma City)

In the last update of Santa Clara's Climate Action Plan, the Council mandated that all new data centers be carbon neutral with the ability to purchase offsets or RECs. There was little or no opposition by the data centers and it addressed the climate change impacts from CO2 emissions for the electricity being consumed.

Many of the cities that passed moratoriums were deeply concerned about water usage by data centers for cooling. Many of the newer data centers in Santa Clara have minimal water consumption and serve as models for data centers nationwide. However, Santa Clara does not have an official policy limiting water use by data centers.

I hereby request that Santa Clara create a policy which limits the type of water used by data centers and the quantity of water used by future data centers. There should also be a discussion regarding participation in any future DSGS (Demand Side Grid Support) program by the CAISO or State of California.

For reference, the 2024 EIR for the 2805 Bowers Data Center states: "The BDC could require water when outside air temperatures approach design (89 degrees Fahrenheit) to augment its adiabatic cooling system using evaporative pads on the rooftop air-cooled chillers. The data center would be designed to use up to 0.5 acre-feet per year (AFY) of recycled water via the proposed recycled water pipeline extension, and a potable water connection would be provided as a back-up source to the recycled water system in the interim period."

By comparison, A typical single family residence uses 0.3 to 0.5 acre feet of water per year so this 72 MW data center uses less than 2 families of water for cooling.

Reference: **Council Policy 030 – Adding an Item on the Agenda**
Resolution No. 23-9278